Office-Supreme Court, U.S.
FILED
SEP 18 1963
JOHN F. DAVIS, CLERK

No. 481

IN THE

United States Court of Appeals

FOR THE THIRD CIRCUIT.

No. 13756.

VIKING THEATRE CORPORATION,

Appellant,

v.

PARAMOUNT FILM DISTRIBUTING CORPORATION, et al.

Appeal From the Judgment of the United States District Court for the Eastern District of Pennsylvania.

JOINT APPENDIX.

Volume VII (Pages 2505a to 2654a).

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1100 Philadelphia Nat'l Bank Bldg.,
Philadelphia 7, Pa.

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Attorneys for Appellee William Goldman Theatres, Inc.

International, 711 So. 50th St., Phila. 43, Pa.

RECEIVED & FILED
MAY 2 1963

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United Artists Corporation
1322 VINE STREET
PHILADELPHIA 7, PA.

Telephone: Rittenhouse 6-9500

April 14, 1959

Mr. Jay Wren
Viking Theatre
Chestnut Street at Nineteenth
Philadelphia 3, Pennsylvania

Dear Jay:

Thank you for your check in the amount of $1,105.14, the film rental due for the exhibition of LONELYHEARTS at the Viking Theatre.

Since your bid did not contain any provision for a 10 percent reduction for late shows, we cannot permit such a reduction. To do so would tantamount to be an adjustment which, as you know, we cannot make.

In respect to your request that we adjust the contract because of the gross for LONELYHEARTS, we must again advise you we cannot make any such adjustment. We refer you to the previous correspondence between the Viking Theatre Corporation and its attorneys and United Artists Corporation and its attorneys in connection with MAN OF THE WEST and GOD'S LITTLE ACRE. I am sure you will understand our position.

With kind regards.

Sincerely,

UNITED ARTISTS CORPORATION

Gene Tunick

GENE TUNICK

GT:ldc

cc: Messrs. Velde
Cohen
Glaubinger
Phillips
Adams

EXHIBIT P-87.

May 24, 1934

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

Attached is a copy of a bid submitted by the Viking Theatre, Philadelphia, on THE STUDENT PRINCE.

STUDENT PRINCE is on the Goldman split, but they will not submit an offer. However, as in the past, they have indicated their desire to buy the picture if we will sell it to them.

The Viking Theatre contemplates opening on June 18th or 25th.

We recommend accepting the Viking's offer.

Regards.

Sincerely,

LF:McD
cc: Mr. Byrne
Mr. Richrath

METRO-GOLDWYN-MAYER PICTURES
Distributed by LOEW'S INCORPORATED
HOME OFFICE 1540 Broadway, New York, N.Y.

EXHIBITION CONTRACT **CINEMASCOPE** FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Number and Title of Motion Picture	Closed Five Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time — Equal or Exceed (Dollars)	SLIDING SCALE TABLE: But are less than (Dollars)
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
24 STUDENT PRINCE	Min 10 weeks	Guar - $40,000. against 90/10%, with an overhead figure of $4900. per week for house expense.			—	25%	X X X	
						26%		
						27%		
						27½%		
						28%		
						29%		
						30%		
						31%		
						32%		
						32½%		
						33%		
						34%		
						35%		
						36%		
						37%		
						37½%		
						38%		
						39%		
						40%		
						41%		
						42%		
						42½%		
						43%		
						44%		
						45%		
						46%		
						47%		
						47½%		
						48%		
						49%		
						50%		X X X

Holdover figure: should gross for 9th week be $7500. or over, will hold the picture for an 11th week., etc., until gross of $7500. or under is reached, at which time I will discontinue the engagement by giving seven days notice to that affect.

House budget for advertising will be $700. for the first week and $350. weekly until the end of the engagement. Additional advertising to be on a 50-50 basis.

Ult. First run Philadelphia

Unit of Playing Time Allocation

Sat ____ Sun ____ Each Other Day ____ Total Per Week ____

Exhibitor agrees not to exhibit pictures licensed hereunder on the same program with any other feature, nor a picture 4000 or more feet in length, and not to show or give vaudeville, games, premiums or any other attractions of a similar nature.

The Exhibitor agrees that the pictures licensed hereunder shall be exhibited in CinemaScope with stereophonic sound by means including a proper CinemaScope aperture, anamorphic lens for projector, magnetic sound head and at least three loud speaker systems located behind the screen, and each employing its own amplifying system.

Any breach of any of the foregoing provisions by or permitted by Exhibitor will in each case be considered a material breach of this agreement. As each of the foregoing is agreed to be of the essence hereof, for and upon and after any such breach and without prejudice to any other right or remedy granted Loew's against Exhibitor in this agreement or by law or in equity or otherwise, Loew's shall have the right to terminate this agreement immediately, and thereupon be entitled to repossess the print or prints of this picture by replevin or other lawful means.

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory unless otherwise specified herein.

Exhibitor has the right to exhibit the M-G-M Trailer of said motion pictures at said theatre only, subject to all applicable provisions of this agreement. Exhibitor agrees to play the trailer between the first and last days under this contract. Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first date of the picture for which it is to be used, and returned to the Exchange or as otherwise directed by Loew's not later than such play date.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is solely for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

6/7/54 Date Executed — VIKING Theatre — PHILADELPHIA PA City & State — Exhibitor X

An Individual — A Partnership — A Corporation (Strike out two)

By _____ Partner — General Manager — Officer (Strike out two)

Executed, Approved and Countersigned at New York, N. Y. Date _____

LOEW'S INCORPORATED By _____ Vice President or Sales Manager

LOEW'S INCORPORATED By _____ (This signature is for identification only and is not an acceptance)

Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Thea. Sales Record	Contract Number	
lla #30	Office						6397	1

White—Home Office, Pink—Exhibitor, Yellow—Branch, Green—Exhib. Application. Printed in U.S.A.

Exhibit P 88

2507a

Viking Theatre, Phila. - BETRAYED

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties, with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of first run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of first run Philadelphia engagement.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, which are to play 21 clear days from last day of first run Philadelphia engagement.

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of first run Philadelphia engagement.

GOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

July 27, 1954

Mr. J. Besahler
New York, N.Y.

Dear Mr. Besahler:

We are enclosing an offer received from the Viking Theatre for BETRAYED for first run Philadelphia showing, t.e picture to open on September 1st, 1954.

The picture has not been split between Warners and Goldman, but during my conversation with George Beattie yesterday he indicated that he would not make an offer. Warners will not make an offer, but are willing to negotiate.

We recommend that the bid submitted by the Viking Theatre be accepted.

Kindest regards.

Sincerely,

LF:MC
cc: Mr. J. Byrne
Mr. P. Richrath

EXHIBITION CONTRACT

METRO-GOLDWYN-MAYER PICTURES
Distributed by LOEW'S INCORPORATED
HOME OFFICE: 1540 Broadway, New York, N.Y.

FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures		Consecutive Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE (Strike Out One): When Total Gross Receipts / When Gross Receipts per Unit of Playing Time: Equal or Exceed (Dollars)	SLIDING SCALE TABLE: But are less than (Dollars)
	Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
501	BETRAYED	Min. 5 wks.	Guarantee - $30,000.00 against 90%/10%, with and overhead of $4,000.00 per week for house expenses.			22.50	25%	X X X	
							26%		
							27%		
							27½%		
							28%		
							29%		
							30%		
							31%		
							32%		
							32½%		
							33%		
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							42½%		
							43%		
							44%		
							45%		
							46%		
							47%		
							47½%		
							48%		
							49%		
							50%		X X X

House budget for advertising will be $700.00 for the first week and $350.00 weekly until the engagement is ended. Additional advertising to be on a 50-50 basis.

Holdover figure: Should the gross for the 4th week be $7500. or over, the picture will be held for a sixth week, etc. for succeeding weeks until a gross of $7500. or under is reached, at which time the engagement will be discontinued by giving notice seven days in advance to that effect.

RUN:
First run Philadelphia.

CLEARANCE:
See attached.

Unit of Playing Time Allocation:
Sat. ____ Sun. ____ Each Other Day ____ Total Per Week ____

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's.

For the right to exhibit the M-G-M Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the respective fees shown in the Schedule under "Trailer Fees". Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first play date of the picture to which it relates and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is solely for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the data below indicated.

Date Executed ____ Viking Theatre ____ Philadelphia, Pa. City & State ____ Exhibitor,

An Individual — A Partnership — A Corporation (Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date ____

By ____
Partner — General Manager & Officer (Strike out two)

LOEW'S INCORPORATED By ____
Vice-President or Sales Manager

LOEW'S INCORPORATED By ____
(This signature is for identification only and is not an acceptance)

Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Theat. Sales Record	Contract Number
Phila.	Office	0	A-15				7086

White—Home Office; Pink—Exhibitor; Yellow—Branch; Green—Exhib. Application. Printed in U.S.A.

EXHIBIT F-30

25108

METRO-GOLDWYN-MAYER
PICTURES

DISTRIBUTED BY
LOEW'S INCORPORATED
1233 SUMMER STREET
PHILADELPHIA 7, PA.

September 10, 1954

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

Attached is an offer for BRIGADOON from the Viking Theatre, Philadelphia.

The picture originally was on the Warner split, but at the last minute it was decided to put it on the Goldman split.

On Thursday, September 9th., Mr. Goldman made a verbal offer for the picture to play in the Randolph for a minimum of five weeks; the first two weeks to be 50% and the following three weeks to be a minimum of 40% against scale. If the picture grosses $15,000.00 in the fourth week, it will be held for a sixth week, and so on.

Further, we have been assured that we will earn a minimum of $30,000.00. Incidentally, he asked that we do not incorporate the $30,000.00 in the offer. It is just a technicality on his part, but we have been assured that even though the picture does not earn $30,000.00, we will still be paid $30,000.00.

XXX

It is our recommendation that we accept the Randolph Theatre.

Regards.

Sincerely,

LF:McD
cc: Mr. Byrne
Mr. Richrath
Mr. Madden

THE FRIENDLY COMPANY
THOUSANDS OF CUSTOMERS - THOUSANDS OF FRIENDS

No agreement or order will be binding on this corporation unless in writing and signed by an officer

METRO-GOLDWYN-MAYER PICTURES

Distributed by LOEW'S INCORPORATED
HOME OFFICE: 1540 Broadway, New York, N.Y.

Pool

EXHIBITION CONTRACT — CINEMASCOPE — FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures		Consecutive Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time: Equal or Exceed (Dollars)	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time: But are less than (Dollars)	Same as Col.
	Col. 1	Col. 2	Col 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	
504	BRIGADOON	6 wks or more	Guarantee $25,000.			22.50	25%	X X X		
			1st 4 weeks 50% of gross; 40% thereafter				26%			
							27%			
							27½%			
							28%			
							29%			
							30%			
							31%			
							32%			
							32½%			
							33%			
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							42½%			
							43%			
							44%			
							45%			
							46%			
							47%			
							47½%			
							48%			
							49%			
							50%		X X X	

Should the 5th week do less than $7500. will cancel as of 6th week.

Should the 5th week do more than $7500. will held for 7th week and so on.

4

RUN: First run Philadelphia

Unit of Playing Time Allocation

Sat. ____ : Sun. ____ ; Each Other Day ____ Total Per Week ____

The Exhibitor agrees that the picture(s) licensed hereunder shall be exhibited in CinemaScope with equipment including proper CinemaScope screen and anamorphic lens for projector.

Any breach of the foregoing provision by, or permitted by Exhibitor will in each case be considered a material breach of this agreement. As this foregoing is agreed to be of the essence hereof, for and upon and after any such breach and without prejudice to any other right or remedy granted Loew's against Exhibitor in this agreement or arising at law or in equity or otherwise, Loew's shall have the right to terminate this agreement immediately, and summarily be entitled to repossess the print or prints of this picture by replevin or other lawful means.

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's.

For the right to exhibit the M-G-M Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the respective fees shown in the Schedule under "Trailer Fees." Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first play-date of the picture to which it relates; and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is solely for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

9/29/54 — VIKING — PHILADELPHIA, PA.
Date Executed — Theatre — City & State

Exhibitor X Viking Theatre Corp. (Pres.)
An Individual — A Partnership — A Corporation (Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date OCT 21 1954

By Viking Theatre Corp.
President — General Manager — Officer (Strike out two)

LOEW'S INCORPORATED By ____ Vice-President or Sales Manager

LOEW'S INCORPORATED By ____ (This signature is for identification only and is not an acceptance)

Philadelphia	Office						8160	
Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Thea. Sales Record	Contract Number	

Exhibit P-92

2512

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties, with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of first run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of first-run Philadelphia engagement.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, which are to play 21 clear days from last day of first-run Philadelphia engagement.

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of first run Philadelphia.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

EXHIBIT P-93.

October 29, 1954

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

Attached is a copy of an offer that has been made by the Viking Theatre, Philadelphia for ATHENA, to follow BRIGADOON.

Stanley-Warners telephoned in the following offers:

Minimum of 3 weeks—picture will be held at our discretion.

Minimum of 40% against scale for each week.

Both offers will include Thanksgiving playing time.

Inasmuch as we have not seen the picture we cannot make an intelligent recommendation.

Regards.

Sincerely,

LF:McD
cc: Mr. Byrne
Mr. Richrath

VIKING THEATRE CORPORATION

Chestnut Street at Nineteenth - Philadelphia 3, Pennsylvania
LOcust 7-2900

October 27, 1954

Mr. Louis Formato,
Loew's Incorporated,
1233 Summer Street,
Philadelphia, Pa.

Dear Lou:

Following is our bid for ATHENA in the Viking Theatre, following BRIGADOON:

Playing time: Four weeks

Terms: Sliding scale as follows.

40%	if gross equals or exceeds	$10,000.
41%	" " " " "	11,000.
42%	" " " " "	12,000.
43%	" " " " "	13,000.
44%	" " " " "	14,000.
45%	" " " " "	15,000.
46%	" " " " "	16,000.
47%	" " " " "	17,000.
48%	" " " " "	18,000.
49%	" " " " "	19,000.
50%	" " " " "	20,000.

Advertising to be discussed.

Regards.

Sincerely,

HERMAN COMER

STANLEY THEATRE, PHILADELPHIA

50%	If Gross Exceeds		$31,000.
47½%	If Gross Is From	$28,000. to	$30,999.
45%	" " " "	$26,000. "	$27,999.
42½%	" " " "	$24,000. "	$25,999.
40%	" " " "	$22,000. "	$23,999.
37½%	" " " "	$20,000. "	$21,999.
35%	" " " "	$18,000. "	$19,999.
32½%	" " " "	$16,000. "	$17,999.
30%	" " " "	$14,750. "	$15,999.
27½%	" " " "	$13,500. "	$14,749.
25%	If Gross Is Less Than		$13,500.

Late Shows—5% Less

EXHIBITION CONTRACT

METRO-GOLDWYN-MAYER PICTURES
Distributed by LOEW'S INCORPORATED
HOME OFFICE: 1540 Broadway, New York, N.Y.

FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures		Consecutive Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time — Equal or Exceed (Dollars)	SLIDING SCALE TABLE: But are less than (Dollars)
	Col. 1	Col. 2	Col 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
507	ATHENA	4 wks	Sliding Scale as follows:			22.50	25%	X X X	
							26%		
							27%		
							27½%		
		40%	if gross equals or exceeds		$10,000.		28%		
		41%	" "	" "	11,000.		29%		
		42%	" "	" "	12,000.		30%		
		43%	" "	" "	13,000.		31%		
		44%	" "	" "	14,000.		32%		
		45%	" "	" "	15,000.		32½%		
		46%	" "	" "	16,000.		33%		
		47%	" "	" "	17,000.		34%		
		48%	" "	" "	18,000.		35%		
		49%	" "	" "	19,000.		36%		
		50%	" "	" "	20,000.		37%		
							37½%		
							38%		
							39%		
							40%		
							41%		
							42%		
							42½%		
							43%		
							44%		
							45%		
							46%		
							47%		
							47½%		
							48%		
							49%		
							50%		X X X

RUN: 1st run Philadelphia

CLEARANCE:

See attached.

Unit of Playing Time Allocation:

Sat. ____ Sun ____ Each Other Day ____ Total Per Week ____

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's.

For the right to exhibit the M-G-M Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the respective fees shown in the Schedule under "Trailer Fees." Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first play-date of the picture to which it relates; and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor agrees that each CinemaScope picture licensed hereunder shall be exhibited in CinemaScope with equipment including proper CinemaScope screen and anamorphic lens for projector. The foregoing is of the essence and any breach thereof shall be considered a material one, and it is agreed that in the event of such breach Loew's shall have the right to terminate this agreement immediately as to all CinemaScope pictures and be entitled summarily to repossess by replevin or other lawful means the print or prints of each such picture and that such right shall be in addition to and without prejudice to any of Loew's rights or remedies at law, in equity or provided elsewhere in this agreement.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is solely for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

11/5/54 — VIKING — PHILADELPHIA PA — VIKING THEATRE CORP.
Date Executed — Theatre — City & State — Exhibitor

An Individual — A Partnership — A Corporation (Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date DEC 8 1954

By X
Partner — General Manager — Officer (Strike out two)

LOEW'S INCORPORATED By
Vice-President or Sales Manager

LOEW'S INCORPORATED By
(This signature is for identification only and is not an acceptance)

Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Thea. Sales Record	Contract Number
Phila #30	Office			✓			8970

Exhibit P-94

2517a

EXHIBIT P-95.

November 3, 1954

Mr. Joel Bezahler,
New York

Re: LAST TIME I SAW PARIS—
First-run Philadelphia

Dear Mr. Bezahler:

The Stanley Theatre telephoned in the following offer:

Minimum of 5 weeks—opening November 18th. 50% first week, 40% second, 35% third, 30% fourth and 25% fifth.

The Arcadia Theatre at 2:30 today telephoned in their offer; will be confirmed by letter.

Minimum of 6 weeks—opening November 17th 70% over house expense of $2950.00 per week.

Arcadia will spend $700. for first week and $350. for all subsequent weeks for newspaper advertising. All moneys spent over and above this amount will be shared equally.

Arcadia's share of all advertising money spent for pre-opening and first week over and above first week's house budget of $700. is to be added to Arcadia's house expense figure for first week before computing the 70%-30% division of grosses.

The Viking's offer is attached, and it is our recommendation that this offer be accepted.

Regards.

Sincerely,

LF:McD

Form No. 1253E 20M—8-54

EXHIBITION CONTRACT

METRO-GOLDWYN-MAYER PICTURES
Distributed by LOEW'S INCORPORATED
HOME OFFICE: 1540 Broadway, New York, N.Y.

FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures	Consecutive Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	* Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time (Strike Out One): Equal or Exceed (Dollars)	SLIDING SCALE TABLE: But are less than (Dollars)
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
510 LAST TIME I SAW PARIS	6 wks or more	$40,000. Guarantee against following percentage: 1st 5 weeks 50% of gross, 40% thereafter.			22.50	25%	X X X	
						26%		
						27%		
						27½%		
						28%		
						29%		
						30%		
						31%		
						32%		
						32½%		
						33%		
						34%		
						35%		
						36%		
						37%		
						37½%		
						38%		
						39%		
						40%		
						41%		
						42%		
						42½%		
						43%		
						44%		
						45%		
						46%		
						47%		
						47½%		
						48%		
						49%		
						50%		X X X

Should picture gross between $25,000. to $27,500. any week, we will increase to 55%; $27,500. to $30,000., 60%.

Holdovers:- should the 5th week do less than $7,500. will cancel as of following week, etc.

RUN:
1st run Philadelphia

CLEARANCE:
See attached.

Unit of Playing Time Allocation:
Sat ____ Sun ____ Each Other Day ____ Total Per Week ____

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's

For the right to exhibit the M-G-M Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the respective fees shown in the Schedule under "Trailer Fees." Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first play-date of the picture to which it relates, and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor agrees that each CinemaScope picture licensed hereunder shall be exhibited in CinemaScope with equipment including proper CinemaScope screen and anamorphic lens for projector. The foregoing is of the essence and any breach thereof shall be considered a material one, and it is agreed that in the event of such breach Loew's shall have the right to terminate this agreement immediately as to all CinemaScope pictures, and be entitled summarily to repossess by replevin or other lawful means the print or prints of each such picture and that such right shall be in addition to and without prejudice to any of Loew's rights or remedies at law, in equity or provided elsewhere in this agreement.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is soley for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

11/9/54	VIKING	PHILADELPHIA PA	VIKING THEATRE CORP.
Date Executed	Theatre	City & State	Exhibitor

An Individual — A Partnership — A Corporation (Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date ____

By X
Partner — General Manager — Officer (Strike out two)

LOEW'S INCORPORATED By ____
Vice-President or Sales Manager

LOEW'S INCORPORATED By ____
(This signature is for identification only and is not an acceptance)

Phila #30	Office						9116	
Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Theatre Sales Record	Contract Number	

Exhibit P 96

25196

EXHIBIT P-97.

February 25, 1955

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

We received the following bid from Stanley-Warners for HIT THE DECK:

> To play in the Stanley Theatre for three week, opening approximately on March 23rd.
>
> 1st week—40% against scale; 2nd week—35% against scale and 3rd week--30% against scale.

Attached is a copy of a bid from the Viking Theatre.

In accordance with our telephone conversation we recommend accepting the Viking's offer.

Regards.

Sincerely,

LF:McD
cc: Mr. Byrne
Mr. Richrath
Mr. Madden

EXHIBITION CONTRACT

METRO-GOLDWYN-MAYER PICTURES
Distributed by LOEW'S INCORPORATED
HOME OFFICE: 1540 Broadway, New York, N.Y.

FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures		Consecutive Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts Per Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time — Equal or Exceed (Dollars)	SLIDING SCALE TABLE: But are less than (Dollars)
	Col. 1	Col. 2	Col 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
519	HIT THE DECK	5 days.	90% - 10% with an			22.50	25%	X X X	
	(In CinemaScope)		overhead of $4900.				26%		
							27%		
			per week for home expense				27½%		
							28%		
							29%		
							30%		
							31%		
							32%		
			If receipts equal or exceed $7900. on the fourth week,				32½%		
			picture will be played on sixth week; if fifth week equals				33%		
			or exceeds $7500., picture will be played on seventh week,				34%		
			etc.				35%		
							36%		
							37%		
							37½%		
							38%		
							39%		
							40%		
							41%		
							42%		
							42½%		
RUN: 1st run Philadelphia							43%		
							44%		
							45%		
CLEARANCE: See attached.							46%		
							47%		
							47½%		
							48%		
							49%		
							50%		X X X

Unit of Playing Time Allocation: Sat. ____ Each Other Day ____ Total Per Week ____ ; Sun. ____ ;

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's.

For the right to exhibit the M-G-M Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the respective fees shown in the Schedule under "Trailer Fees." Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first play-date of the picture to which it relates; and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor agrees that each CinemaScope picture licensed hereunder shall be exhibited in CinemaScope with equipment including proper CinemaScope screen and anamorphic lens for projector. The foregoing is of the essence and any breach thereof shall be considered a material one, and it is agreed that in the event of such breach Loew's shall have the right to terminate this agreement immediately as to all CinemaScope pictures and be entitled summarily to repossess by replevin or other lawful means the print or prints of each such picture and that such right shall be in addition to and without prejudice to any of Loew's rights or remedies at law, in equity or provided elsewhere in this agreement.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is soley for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

3/3/55 — Date Executed
VIKING — Theatre
PHILADELPHIA — City & State
Exhibitor X — An Individual — A Partnership — A Corporation (Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date 4 1955

By ____ Partner — General Manager — Officer (Strike out two)

LOEW INCORPORATED By ____ Vice-President or Sales Manager

LOEW'S INCORPORATED By ____ (This signature is for identification only and is not an acceptance)

Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Thea. Sales Record	Contract Number
Phila #90	Office						2069

White—Home Office; Pink—Exhibitor; Yellow—Branch; Green—Exhib. Application. Printed in U.S.A.

Exhibit P-98

2521a

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties, with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia engagement.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

EXHIBIT P-99.

March 7, 1955

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

In accordance with our conversation we are attaching bids on THE GLASS SLIPPER from the Translux and Viking Theatres.

The Translux is opening today with ANIMAL FARM, followed by DOCTER IN THE HOUSE and if awarded GLASS SLIPPER they will open with it either the latter part of April or the early part of May.

If the Viking is awarded the picture, it will follow HIT THE DECK, which would be approximately April 15th.

GLASS SLIPPER was on the Goldman split and in a telephone conversation with Mr. Beattie he said he would be glad to negotiate for the picture to play in the Randolph for Easter playing time, which would be approximately April 7th. However, he would not make a firm offer.

We would like to discuss this with you over the telephone.

Regards.

Sincerely,

LF:McD
cc: Mr. Byrne
Mr. Richrath
Mr. Madden

EXHIBITION CONTRACT

METRO-GOLDWYN-MAYER PICTURES
Released by LOEW'S INCORPORATED
1540 Broadway, New York, N.Y. 10036

FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures	Number of Days Run	Minimum Rate or Minimum Guarantee Applied to % of Gross Receipts for Motion Pictures: Applied on Minimum Guarantee	Minimum Rate or Minimum Guarantee Applied to % of Gross Receipts for Motion Pictures: % of All Gross Receipts	To be exhibited on dates specified days of week	Trailer Time	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts Equal or Exceed (Dollars)	SLIDING SCALE TABLE: When Gross Receipts per Unit of Playing Time Are less than (Dollars)
Col. 1		Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
[redacted]						35%	X X X	
						30%		
						27½%		
						27½%		
						25%		
						27%		
						30%		
						31%		
						32%		
						32½%		
						33%		
						34%		
						35%		
						37½%		
						40%		
						37%		
						39%		
						40%		
						40½%		
						42%		
						42%		
						42%		
						42%		
						42%		
						42½%		
						42%		
						42%		
						50%		X X X

[redacted]

CLEARANCE: [redacted]

Runs: [redacted]

Unit of Playing Time Allocation: Each Other Day ____; Total for Week ____

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's.

For the right to exhibit the MGM-At Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the consideration from shown in the Schedule under "Trailer Fees." Unless otherwise specified herein each Trailer is to be shipped in time for use ____ days in advance of the first play-date of the picture to which it relates; and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor agrees that each CinemaScope picture licensed hereunder shall be exhibited in CinemaScope with equipment including pro jor CinemaScope screen and stereophonic lens for projector. The foregoing is of the essence and any breach thereof shall be considered a material one, and it is agreed that in the event of such breach Loew's shall have the right to terminate this agreement immediately as to all CinemaScope pictures and be entitled summarily to repossess by replevin or other lawful means the print or prints of such CinemaScope picture and that such right shall be in addition to and without prejudice to any of Loew's rights or remedies at law, in equity or provided elsewhere in this agreement.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is solely for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

3/20/58 — Date Executed — VICTORIA — Theatre — PHILADELPHIA — City & State

Exhibitor: [redacted]
An Individual — A Partnership — A Corporation
(Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date [redacted] 1958

By [redacted]
Partner — General Manager — Officer
(Strike out two)

LOEW'S INCORPORATED By [redacted]
Vice-President or Sales Manager

LOEW'S INCORPORATED By [redacted]
(This signature is for identification only and is not an acceptance)

Philadelphia	Office						2711	
Exchange	Salesman	Section	Unit No.	Exhibitor's Rec. Card	Theatre Chart	Thea. Sales Record	Contract Number	

White—Home Office; Pink—Exhibitor; Yellow—Branch; Gage—Exhib. Application. Printed in U.S.A.

Exhibit P-100

2524a

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties, with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia engagement.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

August 25, 1955

Mr. Lou Formato
Metro Goldwyn Mayer
1233 Summer Street
Philadelphia, Pa.

Dear Lou:

As per your telephoned request, the management of the Viking Theatre herewith submits the following offer for a license to exhibit, as an exclusive advance engagement in the Philadelphia area, the motion picture, GUYS AND DOLLS. As you know, this offer will be withdrawn in the event we are not afforded the opportunity to screen the said attraction at a time and place designated by you.

CITY: Philadelphia

THEATRE: Viking

SEATING CAPACITY: 1035

POPULATION: 2,135,000

TERMS: The distributor's share of the gross receipts during any week, computed separately and not cumulatively, shall be 90% of the gross receipts after deducting:

(a) $4970.19 average weekly operating expense

(b) weekly cost of shorts and news shown during the exhibition not to exceed $150. per week

(c) the cost of any additional help or overtime designed to produce additional revenue at the box office, regardless of whether such additional revenue is produced.

(d) weekly cost of only the forms of advertising, publicity and exploitation hereinafter specified.

PLAYING TIME: Eight (8) weeks including Thanksgiving, Christmas and New Year's.

GUYS AND DOLLS offer for the Viking Theatre (cont.)

CONTROL FIGURE FOR EXTENSION OF RUN: If the gross receipts during the seventh week of exhibition equal or exceed $9,000., GUYS AND DOLLS shall be continued to be exhibited for a ninth week.

If the gross receipts for the eighth week equal or exceed $9,000., picture shall be held for a tenth week.

ADVERTISING: PRE-OPENING AND FIRST WEEK:

Newspapers - including cost of engravings, typography, etc.		$4000.00
Radio and TV - including cost of preparing slides and daters (if necessary)		1000.00
Outdoor Advertising - Cost of painting and dating 4 billboards @ $220. each	$880.00	
Rental: 4 painted billboards @ $40. per month	160.00	
Rental: 6 28 sheet boards @ $12.50 per month	75.00	
Rental: 7 28 sheet boards @ $29.25 per month	204.75	
Rental: 1 28 sheet board @ $25. per month	25.00	1344.75
Marquee Valance -		115.00
Sign Shop - Advance inner lobby display	150.00	
Advance and current front display pieces	385.00	535.00
National Screen Service - 20 - 24 sheets @ $2.50	50.50	
100 - 8x10 stills @ .15	15.15	
3 stands	30.30	

GUYS AND DOLLS offer for the Viking Theatre (cont.)

ADVERTISING: (cont.)	trailers - five weeks	75.75	
	special advertising stills 25 @ .15	4.13	
	100 14x22 window cards, imprinting and posting	21.68	197.51
	National Flag Company - 20 badges for theatre staff		8.45
	Miscellaneous -		75.00
	Total Pre-opening and First Week's Advertising		$7275.71
	SECOND WEEK:		
	Newspaper advertising including engravings, typography, etc.		
	Total		$1500.00
	THIRD WEEK:		
	Newspaper advertising including engravings, typography, etc.		
	Total		$1000.00
	FOURTH WEEK:		
	Newspaper advertising including engravings, typography, etc.		
	Total		$1000.00
	FIFTH WEEK:		
	Newspaper advertising including engravings, typography, etc.	750.00	
	Outdoor Advertising -		
	Monthly rental - 4 painted billboards	160.00	
	Monthly rental - 14 28 sheet boards	304.75	
		464.75	
	Total		$1214.75

GUYS AND DOLLS offer for the Viking Theatre (cont.)

ADVERTISING: (cont.)

SIXTH WEEK:

Newspaper advertising including engravings, typography, etc.		
Total		$ 750.00

SEVENTH WEEK:

Newspaper advertising including engravings, typography, etc.		
Total		$ 750.00

EIGHTH WEEK:

Newspaper advertising including engravings, typogrpahy, etc.		
Total		$ 750.00
Total Advertising for the foregoing period:		$14,240.46
In the event the picture is held for a ninth week:		
Newspaper advertising including engravings, typography, etc.	750.00	
Outdoor Advertising	464.75	
Total		$1214.75
If held for a tenth week:		
Newspaper advertising including engravings, typography, etc.		
Total		$ 750.00

Any additional weeks to and including the eleventh week, newspaper advertising including engravings, typography, etc., shall be $750.00 per week.

GUYS AND DOLLS offer for the Viking Theatre (cont.)

ADMISSION PRICES: Same admission price schedule as for NOT AS A STRANGER which is a tached.

Kindest regards.

Sincerely,

Jay Wren

JW:jh
cc: Messrs. Sley
London

P. S. As you know, NOT AS A STRANGER just entered its ninth week at the Viking Theatre. During the first eight weeks, United Artists received $88,801. film rental.

Page 1

Branch	Salesman	Sec	Unit No.	Exhib Rec Cd	Sales Chart	Contract No.	Theatre City & State
Philadelphia	Office	0	15				Randolph Theatre - Philadelphia, Pa.

EXHIBITION CONTRACT

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE



SAMUEL GOLDWYN'S

GUYS and DOLLS

in CINEMASCOPE and COLOR

DISTRIBUTED AS A SPECIAL RELEASE BY LOEW'S INCORPORATED



Release Number	Consecutive Days Run	To Be Exhibited On Below Specified Days of Week	License Fee or Minimum Guarantee Against Percentage of All Gross Receipts: Rental or Minimum Guarantee	Percentage of All Gross Receipts	Trailer Fee
	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
614	Indefinite Run	To open Nov. 16th, 1955	SEE ATTACHED RIDER		$22.50

ADDITIONAL TERMS

RUN: 1st run Philadelphia
Pre-release engagement

CLEARANCE: None

APPROVED
SEP 2nd 1955
By.....
SAMUEL GOLDWYN PROD. INC.

Exhibitor agrees to play the motion picture covered by this agreement in order of its general release in the Exchange territory. If and as extended [illegible]

Exhibitor has the right to exhibit the Trailer of said motion picture at said theatre only, subject to all applicable provisions of this agreement. Exhibitor agrees to pay the fee shown in the theatre under "Trailer Fee". Unless otherwise specified herein such Trailer is to be shipped in time for use 7 days in advance of the first playdate of the picture and returned to the exchange or as otherwise directed by Loew's not later than such playdate.

Exhibitor agrees that the picture licensed hereunder shall be exhibited in CinemaScope with equipment including proper CinemaScope screen and anamorphic lens for projector. The foregoing is of the essence and any breach thereof shall be considered a material one, and it is agreed that in the event of such breach Loew's shall have the right to terminate this agreement immediately and be entitled summarily to repossess by replevin or other lawful means the print of this picture and that such right shall be in addition to and without prejudice to any of Loew's rights or remedies at law, in equity or provided elsewhere in this agreement.

Exhibitor by signing this application acknowledges that the picture covered by this agreement has been offered separately; that this license has been separately negotiated and agreed upon, and that Loew's has not conditioned this license upon the licensing of any other picture or pictures—features, runs or features or newsreels.

IN WITNESS WHEREOF THE EXHIBITOR, below named, operating the theatre in the location below named, has executed this application on the date below indicated.

Sept. 15, 1955 (Date Executed) Randolph Theatre (Theatre) - Philadelphia, Pa. (City & State)

Exhibitor: William Goldman Theatres
(An Individual — A Partnership — A Corporation — Strike out two)

By: [signature]
(President — General Manager — Officer — Strike out two)

Accepted, Approved and Countersigned at 1540 Broadway, New York, N. Y. Date .....

LOEW'S INCORPORATED By .....
Vice-President or Sales Manager

LOEW'S INCORPORATED By .....
(This signature is for identification only and is not an acceptance)

White—Home Office; Blue—Producer; Buff—Producer Dup.; Pink—Exhibitor; Yellow—Branch; Green—Exhib. Application. Printed in U.S.A.

Each week's box office receipts are to be divided as follows:

1st week:

The Distributor is to receive 90% of the box office receipts after deducting $7,675, plus the cost of advertising, preliminary and first week, such advertising not to exceed $15,000.

2nd and subsequent weeks:

The Distributor is to receive 90% of the box office receipts after deducting $7,675, plus the cost of advertising not to exceed $1,700.

It is the intent that the $1,700 a week advertising deduction ceiling for the second and subsequent weeks be figured cumulative for the run of the picture, starting with the second week.

Picture to open November 16th, 1955. The duration of the engagement is to be determined by the Distributor.

FORM 300 A

Metro-Goldwyn-Mayer Pictures

Distributed by Loew's Incorporated

FOR USE ONLY BETWEEN OFFICES OF THIS CORPORATION

FROM Wm. Madden DATE June 6, 1956

TO M E M O SUBJECT SOMEBODY UP THERE LIKES ME

Spoke to Mr. Jay Wren today regarding SOMEBODY UP THERE LIKES ME for test engagement to open approximately July 11 or 12.

Mr. Wren said he was definitely interested. However, he wanted a letter inviting him to make an offer.

Furthermore, he wants to see the picture even if it requires a trip to New York.

EXHIBIT P-104.

June 11, 1956

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

As explained over the telephone SOMEBODY UP THERE LIKES ME is on the Warner Split.

None of the other first-run theatres, except the Viking, are interested in the picture.

Attached is a copy of a wire from Mr. Jay Wren requesting an opportunity to see SOMEBODY UP THERE LIKES ME before submitting an offer.

We will appreciate your advising whether it will be possible for Mr. Wren to have an opportunity to see this picture.

Regards.

Sincerely,

WM:McD
cc: Mr. Byrne
Mr. Ripps
Mr. Nilsen
Mr. Formato

Metro-Goldwyn-Mayer Pictures

Distributed by Loew's Incorporated

FOR USE ONLY BETWEEN OFFICES OF THIS CORPORATION

FROM L. Formato DATE June 27. 1956 10:45 AM

TO MEMO SUBJECT SOMEBODY UP THERE LIKES ME
Viking Theatre.

Called Jay Wren and advised him that the print of SOMEBODY UP THERE LIKES ME was in and he could screen it at his convenience and that we would like him to make an offer for first-run Philadelphia... the offers will be due on Thursday, June 28th.

He is to arrange to look at the picture sometime today and he gave me an indication that he is interested in making an offer.

METRO-GOLDWYN-MAYER PICTURES

PRODUCTION CONTRACT

FEATURE PRODUCTIONS

... to Exhibitor: This is not a standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures	Cents-ative Date Run	License Fee or Minimum Guarantee Against % of Gross Receipts For Motion Picture: Percentage Minimum Guarantee	% of Admission Receipts	To be exhibited on future specified date of week	Term Film	Exhibitor's Share of All Gross Receipts	Weekly Gross Receipts: Regular or Street (Dollars)	Weekly Gross Receipts: Balance over Regular (Dollars)
Col 1	Col 2	Col 3	Col 4	Col 5	Col 6	Col 7	Col 8	Col 9
						35%	X X X	
[illegible]		1st wk - [illegible]			15.00	40%		
[illegible]		2nd wk - [illegible] eq scale				45%		
		3rd wk - [illegible] " "				50%		
		4th wk - [illegible] " "				55%		
						60%		
Pictops will play additional time at distributor's						65%		
discretion - terms sliding scale.						70%		
						75%		
						80%		
						85%		
						90%	18,000.	19,999.
						95%		
						100%	20,000.	21,999.
						105%		
						110%	22,000.	23,999.
						115%		
						120%	24,000.	25,999.
						125%		
						130%	26,000.	27,999.
						135%		
						140%	28,000.	30,999.
						145%		
						150%	31,000.	X X X

List of Playing Time Arrangements

	Exhibitor's Run	Film Rental Terms
[illegible]		

Exhibitor agrees to play the motion pictures covered by this agreement [illegible] as soon as available by Lessee's.

Lessee reserves the right to withhold the release of any of said motion pictures from exhibition hereunder if, in the opinion of Lessee, the exhibition of the film would be unsatisfactory to the public, or if Exhibitor shall fail to comply with any of the terms and conditions of this agreement, including the payment of the film rental provided for herein, or if Exhibitor shall fail to exhibit the picture to which it relates and returned to the exchange [illegible] after the date specified by Lessee, or any other breach hereof.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered for sale separately and that the licensing of each has been severally negotiated and severally agreed upon and that Lessee has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—feature or newsreels. Likewise, if more than one picture hereunder is sold for business consideration.

IN WITNESS WHEREOF, THIS EXHIBITOR, before named operating the theatre at the location herein named, has executed this application on the date below indicated.

9/3/42 — STANLEY — [illegible] — STANLEY-[illegible] AMUS. CORP.

Date of Execution — Exhibitor — City & State — Exhibitor — As Individual / A Partnership / A Corporation (Strike out two)

Accepted and Countersigned at New York, N. Y. this ... day of ... 19...

By ... Partner — General Manager — Officer (Strike out two)

METRO-GOLDWYN-MAYER PICTURES INCORPORATED By ... Treasurer or Vice President

LOEW'S INCORPORATED By ... (This signature is for identification only and is not an acceptance)

Zone	Salesman	Section	Unit Number	Exhibitor's Record Card	Key Chart	Contract Number
Philadelphia	[illegible]	6	2			

White—Home Office; Pink—Branch; Buff—Salesman; Green—Exhibitor

EXHIBIT P-107.

May 7, 1956

Mr. George Beattie
Goldman Theatre Bldg.
15th & Chestnut Street
Philadelphia, Pa.

Dear George:

Ted Minsky has set up the following split for first run Philadelphia:

"A"	"B"
Bhowani Junction	Somebody Up There Likes Me
Lust for Life	Rack
Fastest Gun Alive	Catered Affair

Will you please make your selection and advise as soon as possible.

Kindest regards.

Sincerely,

WM/mhc

cc: L. Formato

EXHIBIT P-108.

May 7, 1956

Mr. Ted Minsky
Stanley Warner Mgmt. Corp.
1300 Arch Street
Philadelphia, Pa.

Dear Ted:

This will confirm our telephone conversation of today, wherein you advised you had set up the following split for first run Philadelphia:

"A"	"B"
Bhowani Junction	Somebody Up There Likes Me
Lust for Life	Rack
Fastest Gun Alive	Catered Affair

Kindest regards.

Sincerely,

WM/mhc

cc: L. Formato

EXHIBIT P-109

WILLIAM GOLDMAN THEATRES, INC.

Goldman Theatre Building . Fifteenth & Chestnut Sts.
Philadelphia 2, Pa.
LOcust 7-7500

May 8, 1956

Mr. William Madden
Loew's Inc.
1233 Summer Street
Philadelphia 7, Pa.

Dear Bill:

In reply to your letter of May 7th, we have selected the "A" Split, as set up by Stanley-Warner for first-run Philadelphia:

"A"

BHOWANI JUNCTION
LUST FOR LIFE
FASTEST GUN ALIVE

Very truly yours,

GEORGE T. BEATTIE
George T. Beattie
WILLIAM GOLDMAN THEATRES, INC.

GTB:l

EXHIBIT P-110.

May 11, 1956

Mr. George Beattie
Goldman Theatre Bldg.
15th & Chestnut Sts.
Philadelphia 2, Pa.

Dear George:

This will confirm our understanding that you have selected the "A" split of pictures for first run Philadelphia, which consist of the following pictures:

BHOWANI JUNCTION
LUST FOR LIFE
FASTEST GUN ALIVE

Regards.

Sincerely,

WM/mhc
L. Formato

EXHIBIT P-111.

May 11, 1956

Mr. Ted Minsky
Stanley Warner Mgmt. Corp.
1300 Arch Street
Philadelphia, Pa.

Dear Ted:

George Beattie has advised us that they have selected the "A" split of pictures for first run Philadelphia, which consists of the following:

BHOWANI JUNCTION
LUST FOR LIFE
FASTEST GUN ALIVE

Therefore, the "B" split belongs to Stanley Warners:

SOMEBODY UP THERE LIKES ME
RACK
CATERED AFFAIR

Kindest Regards.

Sincerely,

WM/mhc

L. Formato

FORM 99CA

Metro-Goldwyn-Mayer Pictures

Distributed by Loew's Incorporated

FOR USE ONLY BETWEEN OFFICES OF THIS CORPORATION

FROM Mr. Rodden
L. Fernandez
D. Wildman

TO J. Smith

DATE May 11, 1936

SUBJECT First-Run Philadelphia

"A"

BROADWAY JUNCTION
LOST FOR LIFE
FASTEST GUN ALIVE

"B"

SOMEBODY UP THERE LIKES ME
BACK
CATHERINE AFFAIR

Metro-Goldwyn-Mayer Pictures

Distributed by Loew's Incorporated

FOR USE ONLY BETWEEN OFFICES OF THIS CORPORATION

FROM [redacted] DATE July 25, 1938

TO L. [redacted] SUBJECT Fitzgerald Philadelphia
B. [redacted]
J. [redacted]

cc Hansen cc Goldman

THESE WILDER YEARS
JULIE
SPOONER SEX

TEA AND SYMPATHY

July 23, 1956

Mr. Lou Formato
Metro Goldwyn Mayer
1233 Arner Street
Philadelphia, Pa.

Dear Lou:

In reply to your telephone conversation of Thursday, July 19, 1956, inviting us to submit an offer for a license to exhibit first run Philadelphia the motion picture, THREE ILLUSION YEARS, the Viking Theatre submits the following offer:

TERMS: First Week - 40% of the gross receipts

Second Week - 35% of the gross receipts

Third Week - 30% of the gross receipts.

PLAYING TIME: Three (3) weeks to start approximately on availability which you advise is August 8 or 9, 1956.

ADVERTISING: Advertising to be mutually agreed upon.

Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and/or TV, painted bulletins and/or billboards, theatre lobby displays, etc. used prior to and during the engagement of THREE ILLUSION YEARS.

CLEARANCE: See attached schedule.

Kindest regards.

Sincerely,

Jay Wren

JW:jh
enc.
cc: Mr. London

CLEARANCE

21 clear days clearance from last day of engagement over all theatres in Philadelphia including the following counties with the exception of the Palance, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia including the following counties with the exception of the Palance, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

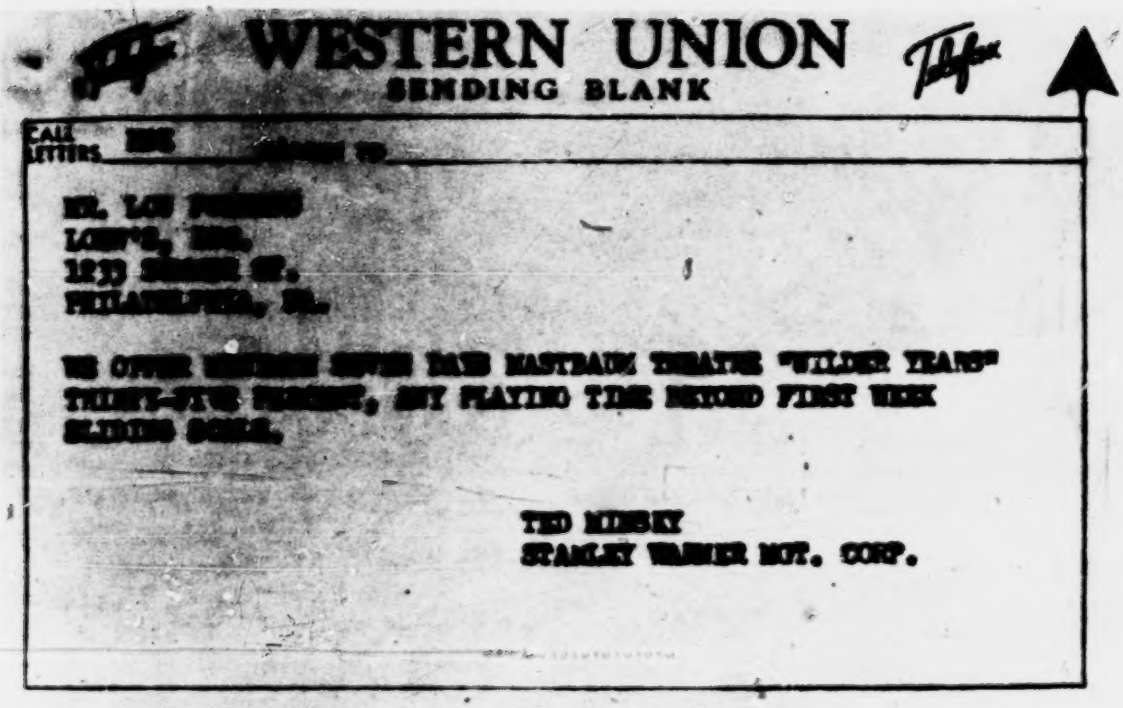
NEW JERSEY

CAMDEN COUNTY: with the exception of Camden which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:



WESTERN UNION
SENDING BLANK
Telefax

CALL LETTERS [illegible] ADDRESS TO

MR. LOU [illegible]
LOEW'S, INC.
1233 [illegible] ST.
PHILADELPHIA, PA.

WE OFFER [illegible] SUPER IMAX MASTERAUDIO THEATRE "WILDER YEARS" THIRTY-FIVE PERCENT, ANY PLAYING TIME BEYOND FIRST WEEK SLIDING SCALE.

TED MIRSKY
STANLEY WARNER MGT. CORP.

Send the above message, subject to the terms on back hereof, which are hereby agreed to

PLEASE TYPE OR WRITE PLAINLY WITHIN BORDER—DO NOT FOLD

1000—11-4-60

STANLEY WARNER

MANAGEMENT CORPORATION

1300 ARCH STREET

PHILADELPHIA 7, PA.

August 6, 1956

Mr. Lou Formato
Loew's, Inc.
1233 Summer St.
Phila. 7, Pa.

Dear Lou:

I've been waiting to hear from you now for over a week on our offer on "THESE WILDER YEARS" for the Mastbaum Theatre, Philadelphia. Since we've not heard from you, our booking situation has changed and we therefore cancel our bid for the Mastbaum Theatre.

We herewith make an offer for "THESE WILDER YEARS" for the Stanley, Stanton or Mastbaum, our choice, for an indefinite run with a minimum of 7 days, at 35% of the gross receipts, for the first week.

Please let me hear from you at your earliest convenience.

Sincerely,

STANLEY WARNER MGT. CORP.

Ted Minsky

TM/rtk

EXHIBIT P-119.

WESTERN UNION

1956 Aug 7 AM 9 14
FN Phila. Pa.

Viking Theatre—Locust 7-2900
Mr. Lou Formato
Metro Goldwyn Mayer
1233 Summer Street
Philadelphia, Pa.

Inasmuch as we have waited beyond a reasonable length of time for a reply to our written offer of July 23, 1956 and to our letter of July 30, 1956, the management of the Viking Theatre hereby withdraws the bid for a license to exhibit first run Philadelphia the motion picture, THESE WILDER YEARS.

Kindest regards.

Jay Wren

EXHIBIT P-120.

August 9, 1956

Mr. L. Formato
Philadelphia

Dear Mr. Formato:

We note from your letter of August 7, that the Viking Theatre has withdrawn their bid for THESE WILDER YEARS first run, Philadelphia, Pa.

We also note from your letter of August 6, that the bid for the Mastbaum Theatre has been withdrawn.

In view of the above, will you please negotiate for this picture and advise what deal you can work out.

Sincerely,

J. BEZAHLER

JB:HR

cc: Mr. Byrne
Mr. Nilsen
Mr. Ripps

EXHIBIT P-121.

August 10, 1956

Mr. Joel Bezahler,
New York

Dear Mr. Bezahler:

We negotiated for THESE WILDER YEARS to play in the Mastbaum Theatre, Philadelphia, for an indefinite run, with a minimum of 7 days; first week to be 35% against scale and additional playing time will be on scale.

Regards.

Sincerely,

LF:McD
cc: Mr. Byrne
Mr. Ripps
Mr. Nilsen
Mr. Madden

August 23, 1956

Mr. Lou Formato
Metro Goldwyn Mayer
1233 Sumner Street
Philadelphia, Pa.

Dear Lou:

In reply to your telephoned solicitation of August 16, 1956 as well as our conversation in your office on Tuesday last, inviting us to submit an offer for a license to exhibit first run Philadelphia the motion picture, [illegible] AND SYMPATHY, the Viking Theatre submits the following offer:

TERMS: $30,000. guarantee vs.*

First two weeks - 50% of the gross receipts

Third week - 40% - 50% Sliding scale (attached)

Fourth week - 35% - 50% Sliding scale

Any additional days - 25% - 50% Sliding scale

*Guarantee to cover the entire engagement including any additional playing time.

PLAYING TIME: Minimum of four (4) weeks to start approximately on availability which you advise is September 26, 27 or 28, 1956.

ADVERTISING: Advertising to be mutually agreed upon.

Advertising to mean "newspaper ads, radio, TV, the works!"

CLEARANCE: See attached schedule.

Kindest regards.

Sincerely,

Jay [illegible]

JW:jh
enc.
cc: Mr. E. London

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from the last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

VIKING THEATRE SCALE -

25% up to	$ 9,000.
27½%	10,000.
30%	11,000.
32½%	12,000.
35%	13,000.
37½%	14,000.
40%	15,000.
42½%	16,000.
45%	17,000.
47½%	18,500.
50%	20,000.

Unit basis

3 units - Saturday

2 units - Sunday and Holidays

1 unit - Each other day

WILLIAM GOLDMAN THEATRES, INC.
GOLDMAN THEATRE BUILDING · FIFTEENTH & CHESTNUT STS
PHILADELPHIA 2, PA
LOCUST 7-7500

August 23, 1956

Mr. Lou Formato
Loew's Inc.
1233 Summer Street
Philadelphia 7, Pa.

Re: TEA AND SYMPATHY - First Run Phila. - Randolph Theatre

Dear Lou:

In reply to your request, we are making the following offer on the above picture to be played at the Randolph Theatre starting approximately on availability.

Terms as follows: To play an indefinite run, termination of engagement to be left solely to the discretion of the distributor, on the sliding scale listed below with a minimum of 50% for the first week and a minimum of 40% for the second and third week.

(Per Week)	50%	if gross reaches	$31,000.	or more	
	47-1/2%	if gross reaches	$29,000.	up to	$31,000.
	45%	" " "	27,000.	" "	29,000
	42-1/2%	" " "	25,000.	" "	27,000.
	40%	" " "	23,000.	" "	25,000.
	37-1/2%	" " "	21,000.	" "	23,000.
	35%	" " "	19,000.	" "	21,000.
	32-1/2%	" " "	17,000.	" "	19,000.
	30%	" " "	15,000.	" "	17,000.
	27-1/2%	" " "	13,000.	" "	15,000.
	25%	" " less than	13,000.		

We hope to hear from you favorably no later than Thursday, August 30, 1956.

Very truly yours,

George T. Beattie
WILLIAM GOLDMAN THEATRES, INC.

GTB:l

DOMESTIC SERVICE
Check the class of service desired, otherwise this message will be sent as a fast telegram
TELEGRAM
DAY LETTER
NIGHT LETTER

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHORE

NO. RECD. AT SVC	TO BE CALLED FOR	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 4, 1956

MR. L. FORMATO
LOEW'S INC.
PHILADELPHIA

CONFIRMING CONVERSATION PLEASE REJECT TKA SYMPATHY 1ST RUN PHILADELPHIA AND NEGOTIATE WITH THESE EXHIBITORS. WHEN NEGOTIATING PLEASE INFORM EXHIBITORS OF OUR PLANS FOR COOPERATIVE ADVERTISING SO THAT THIS WILL BE TAKEN INTO CONSIDERATION WHEN SUBMITTING THEIR NEW OFFERS.

J. BEZAHLER

September 6, 1956

Mr. Lou Formato
Loew's Inc.
1233 Sumner Street
Philadelphia, Pa.

Dear Lou:

In reply to your letter of September 4, 1956, inviting us to submit ANOTHER offer for a license to exhibit first run Philadelphia the motion picture, TEA AND SYMPATHY, the Viking Theatre submits the following offer:

TERMS: $27,500. guarantee vs:*

First two weeks - 50% of the gross receipts

Third Week - 40% - 50% Sliding Scale (attached)

Fourth Week - 35% - 50% Sliding Scale

Any Additional Days - 25% - 50% Sliding Scale

*Guarantee to cover the entire engagement including any additional playing time. Guarantee to be paid as follows:

(a) one week after opening $10,000.

(b) two weeks after opening $10,000.

(c) three weeks after opening $7,500. provided that any advertising money due us from Loew's Inc. has been paid or we have been authorized to deduct same from this ($7,500.) payment.

(d) Any additional film rental earned will be paid within seven (7) days after the conclusion of the engagement.

PLAYING TIME: Minimum of four (4) weeks to start approximately on availability which you advise is September 26, 27 or 28, 1956.

Mr. ..ou Formato (cont.)
Phila.elphia, Pa.

..eptember 6, 1956

..TI..G: DISTRIBUTOR to place and pay the entire cost of the following National Advertising which is to carry Viking Theatre name, address, starting date, etc.

1. 500 line display ad on Sunday, September 16th or thereabouts on amusement page.

2. 400 line display ad on ..eptember 17th or 18th in preferred position on news page.

3. 700 line display ad on Sunday, September 23rd or thereabouts on amusement page.

4. 350 line display ad on TV page either the day of or day before opening.

5. Special TV and radio coverage "involving participation by hundreds of popular personalities of TV and Radio".

6. Distributor to supply, gratis, 14 - 24 sheets for 2 sheet boards, 1 - 6 sheet and 100 14 x 22 window cards for posting listed below.

EXHIBITOR to place and pay only for the entire cost of the following advertising:

A. 2 Days Pre-Opening & First Week

(1) 9 days newsp per display advertisements not to exceed	$3000.00
Typography, Photostats & Engravings	65.00
(2) 5 Centrally located painted bulletins	
(a) painting 4 @ $200. each	800.00
painting 1 @ $125.	125.00
(b) first week rental of all (5) bulletins (4 @ .10. each per week and 1 @ .13 per week)	42.13

Mr. Lou Formato (cont.)
Philadelphia, Pa.

September 6, 1956

ADVERTISING (cont.)

(3) First week rental of 14 centrally located 28 sheet boards and 1 - 6 sheet board (for 24 sheets and 6 sheet supplied by Distributor)	77.44
(4) Fourteen 4 sheet dates for #3 item @ $1.14 each	15.96
(5) Special theatre lobby and front 40 x 60 displays	300.00
(6) Trailer "[illegible] SYMPATHY"	22.50
(7) Rental two 24 x 82 banners for posting in 12th & Sansom Parkade & 4 [illegible] 40 x 60's for lobby	8.50
(8) Imprinting 100 window cards supplied by Distributor for posting at central city garages and parking lots	5.00
(9) 70 stills for newspapers and displays $.08 each	5.60
Total Pre-opening and 1st Week Advertising	4473.13

B. Second Week Advertising

(1) 7 days display newspaper advertising not to exceed	1000.00
Typography, Photostats & Engravings	25.00
(2) Rental National Screen Service accessories	8.50
Weekly rental 14 - 28 sheet boards and 1 - 6 sheet board as well as weekly rental 5 painted bulletins	125.57
Total 2nd Week Advertising	1159.07

C. Third Week Advertising

Same as second week	1159.07

Mr. Lou Forn to (cont.)
Philadelphia, Pa.

eptember 6, 1956

RE ENG: (cont.)

D. Fourth Week Advertising

Same as second week $1159.07

E. Any Additional Days

(1) Newspaper advertising, etc. not to exceed $250. per week.

It is agreed and understood that the entire cost of any additional advertising, publicity and exploitation other than that listed under the foregoing EXHIBITOR ADLOG is to be paid by the distributor.

See attached schedule.

Kindest regards.

Sincerely,

Jay Ren

J:jh
enc.

cc: Mr. . London
Mr. C. M. Keagan

VIKING THRIFT SCALE

25% up to	9,000.
27½%	10,000.
30%	11,000.
32½%	12,000.
35%	13,000.
37½%	14,000.
40%	15,000.
42½%	16,000.
45%	17,000.
47½%	18,500.
50%	20,000.

Unit Basis

3 units - Saturday

2 units - Sunday and Holidays

1 unit - Each other day

CLEARANCE

21 clear days clearance from last day of engagement over all theatres in Philadelphia including the following counties with the exception of the Palace, which is 21 days.

[illegible]

[illegible] COUNTY: with the exception of Chester, which is to play 14 clear days from the last day of 1st run Philadelphia engagement.

[illegible] COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia

[illegible] COUNTY: excluding Pottstown.

[illegible]: to play 7 days after but not later than 21 days after opening first run Philadelphia.

[illegible]: excluding Roosevelt Drive In, Morrisville, Levittown.

[illegible]

[illegible]: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

[illegible] COUNTY:

[illegible]:

[illegible]:

WILLIAM GOLDMAN THEATRES, INC.
GOLDMAN THEATRE BUILDING · FIFTEENTH & CHESTNUT STS.
PHILADELPHIA 2, PA.
LOCUST 7-7500

September 6, 1956

Mr. Lou Formato
Loew's Inc.
1233 Summer Street
Philadelphia 7, Pa.

Re: TEA AND SYMPATHY - First Run Phila. - Randolph Theatre

Dear Lou:

In reply to your letter of September 4th, we are making the following offer on the above picture to be played at the Randolph Theatre starting approximately on availability.

We will comply with your proposed cooperative advertising campaign.

Terms as follows: To play an indefinite run, termination of engagement to be left solely to the discretion of the distributor, on the sliding scale listed below with a minimum of 50% for the first week and a minimum of 40% for the second and third week.

(Per Week)	50%	if gross reaches	$31,000.	or more		
	47-1/2%	if gross reaches	$29,000.	up to	$31,000.	
	45%	" " "	27,000.	" "	29,000.	
	42-1/2%	" " "	25,000.	" "	27,000.	
	40%	" " "	23,000.	" "	25,000.	
	37-1/2%	" " "	21,000.	" "	23,000.	
	35%	" " "	19,000.	" "	21,000.	
	32-1/2%	" " "	17,000.	" "	19,000.	
	30%	" " "	15,000.	" "	17,000.	
	27-1/2%	" " "	13,000.	" "	15,000.	
	25%	" " less than	13,000.			

We hope to hear from you favorably no later than Thursday, September 13th, 1956.

Very truly yours,

George T. Beattie

George T. Beattie
WILLIAM GOLDMAN THEATRES, INC.

GTB:1

Form No. 12530—10M—6-56

EXHIBITION CONTRACT

METRO-GOLDWYN-MAYER PICTURES

Distributed by LOEW'S INCORPORATED
HOME OFFICE: 1540 Broadway, New York, N. Y.

FEATURE PRODUCTIONS

Notice to Exhibitor: This is not a Standard form of Contract. It has been formulated individually by Distributor.

SCHEDULE

Release Numbers and Titles of Motion Pictures	Consecutive Days Run	License Fee or Minimum Guarantee Against % of Gross Receipts For Motion Picture: Rental or Minimum Guarantee	License Fee or Minimum Guarantee Against % of Gross Receipts For Motion Picture: % of All Gross Receipts	To be exhibited on below specified days of week	Trailer Fees	Distributor's Share of All Gross Receipts	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time — Equal or Exceed (Dollars)	SLIDING SCALE TABLE: When Total Gross Receipts / When Gross Receipts per Unit of Playing Time — But are less than (Dollars)	Strike Out One
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	
702 TEA AND SYMPATHY	Indef	$ 8, Basis -			$8.50	25%	X X X		
		Min $[illegible] for 1st week				26%			
		" $[illegible] " 2nd "				27%			
		" $[illegible] " 3rd "				27½%			
						28%			
						29%			
						30%			
(per week)	$[illegible]	If gross receipts	$[illegible]	or more		31%			
	[illegible]%	" " "	[illegible]	up to $[illegible]		32%			
	[illegible]%	" " "	[illegible]	" " [illegible]		32½%			
	[illegible]%	" " "	[illegible]	" " [illegible]		33%			
	[illegible]%	" " "	[illegible]	" " [illegible]		34%			
	[illegible]%	" " "	[illegible]	" " [illegible]		35%			
	[illegible]%	" " "	[illegible]	" " [illegible]		36%			
	[illegible]%	" " "	[illegible]	" " [illegible]		37%			
	[illegible]%	" " "	[illegible]	" " [illegible]		37½%			
	[illegible]%	" " "	[illegible]	" " [illegible]		38%			
	40%	less than	[illegible]			39%			
						40%			
						41%			
						42%			
						42½%			
						43%			
						44%			
						45%			
						46%			
						47%			
						47½%			
						48%			
						49%			
						50%		X X X	

Termination of engagement to be left solely to discretion of Distributor.

RUN:
1st run Philadelphia

All advertising expenditures and advertising media shall be at the discretion of the distributor.

CLEARANCE:
See attached.

Unit of Playing Time Allocation:
Sat.____: Sun.____: Each Other Day____ Total Per Week____

Exhibitor agrees to play the motion pictures covered by this agreement in order of general release in the Exchange territory, if and as available by Loew's.

For the right to exhibit the 16-M-M Trailers of said motion pictures at said theatre only, subject to all applicable provisions of this agreement, Exhibitor agrees to pay the respective fees shown in the Schedule under "Trailer Fees." Unless otherwise specified herein each Trailer is to be shipped in time for use 7 days in advance of the first play-date of the picture to which it relates; and returned to the Exchange or as otherwise directed by Loew's not later than such play-date.

Exhibitor by signing this application acknowledges that each picture covered by this agreement has been offered separately and that the licensing of each has been separately negotiated and severally agreed upon, and that Loew's has not conditioned the licensing of any of the pictures covered by this agreement upon the licensing of any other picture or pictures—features, junior features or newsreels. Licensing of more than one picture hereunder is solely for business convenience.

IN WITNESS WHEREOF THE EXHIBITOR, being owner, operating the theatre in the location below named, has executed this application on the date below indicated.

[illegible] [illegible] PHILADELPHIA [illegible]

Date Executed | Theatre | City & State

Exhibitor
An Individual — A Partnership — A Corporation (Strike out two)

X
By
Partner — General Manager — Officer (Strike out two)

Accepted, Approved and Countersigned at New York, N. Y. Date

LOEW'S INCORPORATED By
Vice-President or Sales Manager

LOEW'S INCORPORATED By
(This signature is for identification only and is not an acceptance)

Exchange	Salesman	Section	Unit Number	Exhibitor's Record Card	Sales Chart	Contract Number	
Phila #30	Office	0	35				

White—Home Office; Pink—Exhibitor; Yellow—Branch; Green—Exhib. Application

Printed in U.S.A.

October 19, 1956

Mr. William Madden
Loew's Inc.
250 No. 13th Street
Philadelphia, Pa.

Dear Bill:

In reply to your telephone conversation of Wednesday, October 17, 1956, inviting us to submit an offer for a license to exhibit first run Philadelphia the motion picture, JULIE, the Viking Theatre submits the following offer:

TERMS: First Three Weeks - 50% gross

Any Additional Days - 25% - 50% Sliding Scale

If the gross receipts for the first four (4) days of the third week equal or exceed $6300., picture will be held for a fourth week.

Same holdover figure applies to the first four (4) days of each subsequent week.

PLAYING TIME: Minimum of three (3) weeks to start approximately on availability.

CLEARANCE: See attached schedule.

Kindest regards.

Sincerely,

Jay Wren

JW/kl:
enc.
cc: Messrs. H. Hoy
S. London

Exhibit P-128

VIKING THEATRE SCALE

25% up to	$ 9,000.
27½%	10,000.
30%	11,000.
32½%	12,000.
35%	13,000.
37½%	14,000.
40%	15,000.
42½%	16,000.
45%	17,000.
47½%	18,500.
50%	20,000.

Unit Basis

3 units - Saturday

2 units- Sunday and Holidays

1 unit - Each other day

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from the last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: excluding Pottstown.

NORRISTOWN: to play 7 days after but not later than 28 days after opening first run Philadelphia.

BUCKS COUNTY: excluding Roosevelt Drive In, Morrisville, Levittown.

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

STANLEY WARNER
MANAGEMENT CORPORATION

Philadelphia (CITY) October 19, 1956 (DATE)

To Loew's, Inc. (NAME OF DISTRIBUTOR)

Address 250 N. 13th St.

Attention of Mr. Wm. Madden

In response to your request dated October 17th for a bid to be submitted to you on or before October 19th for the exhibition of "JULIE" (TITLE OF PICTURE), we herewith submit our bid for the Stanley Theatre in Philadelphia, on the following terms:

Film Rental Terms for 1st week, 40% to 50% Sliding Scale; 2nd week, 35% to 50% Sliding Scale; 3rd week, 25% to 50%.

Length of run – Days of week Minimum of 3 weeks. If gross warrants holding, Exhibitor will play this picture a 4th and 5th week. Picture will be terminated at discretion of Distributor.

Run and clearance desired Usual first-run Philadelphia.

Miscellaneous We reserve the right to withdraw this offer unless a reply is received by Friday, October 20, 1956.

Very truly yours,

STANLEY WARNER MANAGEMENT CORP

By ERNIE P. BROOKS

JULIE

Stanley, Phila.

SLIDING SCALE

25% if gross is less than . . . . . $13,500.

27½% if gross is from $13,500. to $14,749.

30% if gross is from $14,750. to $15,999.

32½% if gross is from $16,000. to $17,999.

35% if gross is from $18,000. to $19,999.

37½% if gross is from $20,000. to $21,999.

40% if gross is from $22,000. to $23,999.

42½% if gross is from $24,000. to $25,999.

45% if gross is from $26,000. to $27,999.

47½% if gross is from $28,000. to $30,999.

50% if gross is ~~from~~ over $31,000.

10/19/56

WESTERN UNION

OCTOBER 22, 1956 - 3:56 PM

WILLIAM MADDEN
LOEW'S INC.
250 NORTH 13TH STREET

WE ARE WITHDRAWING BID ON "JULIE" FOR STANLEY THEATRE PHILA

WILLING TO NEGOTIATE THE PICTURE FOR STANTON THEATRE PHILA

THANKSGIVING WEEK ADVISE.

BERNIE P. BROOKS
STANLEY WARNER MGMT. CORP.

REC'D THIS OFFICE 10/23/56 8:49 AM

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM
DAY LETTER
NIGHT LETTER

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WESTERN UNION

1206 10-51

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

To the following message, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 23, 1956

MR. W. MADDEN
LOEW'S INC.
PHILADELPHIA

REJECT JULIE FIRST RUN PHILADELPHIA AND NEGOTIATE.

J. BERNHEIM

JB:MET
cc:Messrs. Byrne, Rippe, Nilsen

STANLEY WARNER
MANAGEMENT CORPORATION

Philadelphia October 26, 1955
CITY DATE

To Loew's, Inc.
NAME OF DISTRIBUTOR

Address 250 North 12th St.

Attention of Mr. William Gallen

In response to your request dated October 22nd for a bid to be submitted to you on or before October 27th for the exhibition of "JULIE" (singe-feature), we herewith submit our bid for the TITLE OF PICTURE

Stanton Theatre in Philadelphia, on the following terms.

Film Rental Terms for 1st week, 50%; 2nd week, 40% to 50% Sliding Scale; 3rd week, 35% to 50% Sliding Scale. If awarded this picture, we will see to it that it receives a campaign which compares favorably with other pictures of the type playing in first-run Philadelphia.

Length of run—Days of week minimum of 2 weeks. To open on November 11th.

Run and clearance desired 2nd first-run Philadelphia.

Miscellaneous We reserve the right to withdraw this offer unless a reply is received by Friday, November 2, 1955.

Very truly yours,

STANLEY WARNER MANAGEMENT CORP

By _____
SPYROS P. SKOURAS

STANTON THEATRE, PHILADELPHIA

25%	if gross is less than	$8400.
27½%	if gross equals or exceeds	8400.
30%	" " " " "	9030.
32½%	" " " " "	9660.
35%	" " " " "	10,400.
37½%	" " " " "	11,350.
40%	" " " " "	12,300.
42½%	" " " " "	13,700.
45%	" " " " "	15,500.
47½%	" " " " "	18,050.
50%	if picture grosses over	21,600.

Exhibit P-133

W I R E

October 26, 1956

William Madden,
Loew's Inc.,
250 North 13th St.,
Philadelphia, Pa.

Re: Telephone conversation and your letter of October 25th concerning negotiations JULIE, Viking Theatre offers same as submitted October 19, 1956.

Jay Wren

TIC SERVICE

Unless the class of service desired is indicated, otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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S
E

WESTERN UNION

TELEGRAM

1206 (4-55)

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired, otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.	CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

The following message, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 30, 1956

MR. N. MADDEN
LOEW'S INC.
PHILADELPHIA

AWARD JULIE STANTON, FIRST RUN PHILADELPHIA OPENING NOVEMBER 14TH.

J. BEZANKER

JB: BEZ
cc: Messrs. Byrne, Rippa, Nilsen

FOX PHILADELPHIA BUILDING, INC.
FOX PHILADELPHIA THEATRE
MARKET AT SIXTEENTH
PHILADELPHIA 3, PA.

OFFICE OF THE
MANAGING DIRECTOR

September 23, 1955

Mr. Sam E. Diamond
20th Century-Fox Film Corp.
314 North 13th Street
Philadelphia 7, Penna.

Dear Sam:

I am herewith making offer to play Twentieth Century-Fox attraction THE TALL MEN, first-run Philadelphia, starting either October 7th or 14th, on the following terms:

1st week to be 50% of the gross
2nd " to be 35% of the gross & 30% -
3rd " to be 25% of the gross & 30% -
4th & Subsequent weeks to be against the attached scale.

A minimum run of three weeks is guaranteed. The run to be extended by mutual agreement.

Advertising costs to be arranged by mutual agreement.

Very truly yours,

Harold
HAROLD W. SEIDENBERG

HWS:ah
encl.

FOR COMPUTING PERCENTAGE RENTAL

Exhibitor: FOX PHILADELPHIA BLDG. INC.(As Agent)

DISTRIBUTOR 20th Century-Fox Film Corp.

FEATURE THE TALL MEN

DATE Sept. 23, 1955 RUN 1st

TOWN Philadelphia, Pa.

THEATRE FOX AREA

Per Cent of Admissions	If Receipts per 10th equal or exceed		
	1ST WEEK	2ND WEEK	3RD & SUB. WEEKS
20		1,471	1,437
21		1,557	1,522
22		1,608	1,572
23		1,666	1,628
24		1,735	1,696
25	1,899	1,790	1,749
26	1,983	1,830	1,788
27	2,069	1,871	1,829
28	2,150	1,915	1,871
29	2,201	1,960	1,915
30	2,255	2,008	1,962
31	2,311	2,058	2,011
32	2,370	2,111	2,063
33	2,411	2,166	2,117
34	2,479	2,225	2,174
35	2,506	2,286	2,234
36	2,614	2,352	2,298
37	2,733	2,420	2,365
38	2,800	2,494	2,437
39	2,887	2,572	2,513
40	2,980	2,654	2,594
41	3,091	2,753	2,691
42	3,228	2,874	2,809
43	3,363	2,996	2,928
44	3,500	3,117	3,046
45	3,673	3,271	3,197
46	3,858	3,436	3,358
47	4,044	3,601	3,520
48	4,266	3,799	3,713
49	4,501	4,009	3,918
50	4,773	4,251	4,155

To Determine Per 12th Gross Figures:

1. Divide total gross by number of 12ths picture played.
2. Multiply this result by 1.2 and compare this figure with per 10th figures to determine percentage of gross to be paid.
3. Apply the percentage determined under two (2) to total gross.

J. M. Heidenberg

FORM THREE

TWENTIETH CENTURY-FOX FILM CORPORATION

AWARD OF BIDS

EXCHANGE Phila.

DATE 9/30/58

Mr. Jay Wren ADDRESS Viking Thea. 19th & Chestnut Sts. Phila.

RE: Viking, Phila.

This is to advise you that the feature pictures listed below on which you submitted bid(s) have been awarded as follows:

TITLE	AWARDED TO
THE TALL [redacted]	Fox, Phila.

Please accept our thanks for having submitted proposition for this product.

Very truly yours,

TWENTIETH CENTURY-FOX FILM CORPORATION

VIKING THEATRE CORPORATION

CHESTNUT STREET AT NINETEENTH • PHILADELPHIA 3, PENNSYLVANIA • LOCUST 7-2900

September 23, 1955

Mr. Sam Diamond
20th Century Fox Films
314 North 13th Street
Philadelphia, Pa.

Dear Sam:

In reply to your solicitation telegram of September 19, 1955, inviting us to competitively negotiate for a license to exhibit first-run Philadelphia the motion picture, THE TALL MEN, we herewith submit the following offer for the Viking Theatre:

TERMS: First Week - 50% to $30,000. and 66 2/3% over.

Second, third and fourth weeks - 40% - 50% Sliding Scale

PLAYING TIME: Four (4) weeks. To follow THE BIG KNIFE which is scheduled to open at the Viking Theatre on or about November 2, 1955.

If the third week's gross receipts equal or exceed $16,500., the picture will be held for a fifth week.

If the fourth week's gross receipts equal or exceed $13,500., the picture will be held for a sixth week.

ADVERTISING: Distributor to pay 50% of the cost of all advertising over and above the regular house budget of $400. per week.

Advertising schedule must include the painting and rental of four billboards and rental of 14 28 sheet boards at a total cost of $1344.75 for the first month of the engagement as well as lobby display pieces and valance not to exceed $450. Rental of painted billboards and 28 sheet boards to be prorated in the event the picture is held for additional weeks.

CLEARANCE: See attached schedule.

Kindest regards.

Sincerely,

Jay Wren

JW:th
enc.

Viking Theatre Sliding Scale

40% up to	$ 13,600.64
41%	14,191.32
42%	14,888.50
43%	15,483.64
44%	16,146.20
45%	16,887.49
46%	17,487.40
47%	18,175.09
48%	19,265.10
49%	20,525.38
50%	22,025.38

CLEARANCE

2⁸ clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties, with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia engagement.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

WESTERN UNION

W. P. MARSHALL, PRESIDENT

FULL RATE TELEGRAM	X
DAY LETTER	
NIGHT LETTER	

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	FD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			Fox Theatre	

MR. BERT PIROSH
NATIONAL THEATRES, INC.
1637 SOUTH VERMONT AVENUE
LOS ANGELES 54, CALIFORNIA

Have been awarded THE TALL MEN on the terms forwarded you with one change and that is starting with second week, all percentages listed are minimums against the scale. Regards.

HAROLD W. SKIDENBERG

EXECUTIVE OFFICES
444 WEST 56th ST.
NEW YORK 19, N.Y.

Twentieth Century-Fox Film Corporation

SPECIAL PRE-RELEASE ENGAGEMENT

SCHEDULE

Ky Case No.

Page Two

BRANCH APPROVED COPY

EXCHANGE Philadelphia, Penna. DATE September 29, 1955 SALESMAN S. Rimmel MB

THEATRE	CODE	EXHIBITOR	LOCATION OF THEATRE
Fox	[illegible]	Fox Phila. Bldg., Inc.	Philadelphia, Penna.



EXHIBITION TERMS

7 days (1st Week)	90%
7 " (2nd Week)	35%-90% as
7 " (3rd Week)	25%-90% as
4th & subsequent weeks	20%-90% as

RUNS UNDER COMPETITIVE RESTRICTIONS

10/25 - ak

ADVERTISING TERMS

RUN Exclusive 1st run Philadelphia, Penna.

CLEARANCE

Clauses:

A minimum run of three weeks is guaranteed. The run to extend by mutual agreement.

Advertising costs to be arranged by mutual agreement.

EXHIBITOR AGREES THAT IN THE EXHIBITION OF THE ABOVE PICTURE THERE WILL BE USED A SCREEN OF CINEMASCOPE PROPORTIONS PROPER BOOTH EQUIPMENT INCLUDING ANAMORPHIC PROJECTION ATTACHMENTS AND EQUIPMENT FOR REPRODUCING SOUND BY ONE OF THE FOLLOWING METHODS: FULL STEREOPHONIC SOUND, SINGLE TRACK MAGNETIC SOUND OR REGULAR PHOTOGRAPHIC OPTICAL SOUND.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date first above written.

TWENTIETH CENTURY-FOX FILM CORPORATION

By _____

EXHIBITOR

Fox Phila. Bldg., Inc.

Name H. Weisenberg

Title

CinemaScope® is a T.M.

August 17, 1956

Mr. Sam Diamond
20th Century Fox Films
314 North 13th Street
Philadelphia, Pa.

Dear Sam:

In reply to your Request for Offer of July 20, 1956 and subsequent letter of August 10, 1956, inviting us to competitively negotiate for a license to exhibit first run Philadelphia the motion picture, BUS STOP, we herewith submit the following offer for the Viking Theatre:

TERMS: $15,000. minimum guarantee vs:*

Distributor to receive 90% of the gross receipts after deducting:

(a) $4975. plus

(b) $ 175. plus

(c) $ 275.

*Guarantee to cover the entire engagement. As per Mr. A. Dickstein's telephoned request of August 9, 1956, guarantee to be paid by certified check.

PLAYING TIME: Unlimited run. To open on or about availability date which you advise is approximately the end of August.

ADVERTISING: Distributor to pay all advertising. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and/or TV, painted bulletins and/or billboards, if any, theatre lobby displays, valance, etc., used prior to and during the engagement of BUS STOP.

CLEARANCE: See attached schedule.

Sincerely,

Jay Wrch

JW:jh
cc: Mr. London
enc.

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

DELAWARE:

First Run Wilmington to be available 7 days after opening date First Run Philadelphia, Pa.

Mr. Sam E. Diamond
20th Century-Fox Film Corp.
314 N. 13th Street
Philadelphia 7, Pa.

Dear Sam:

I am herewith making offer to play 20th Century-Fox feature BUS STOP, first-run Philadelphia, starting after the termination of THE KING AND I.

Terms for this engagement to be as follows:

50%	-	First three (3) Weeks
35%	-	4th Week
25%	-	5th "
20%	-	6th and Subsequent weeks

On any week where the total receipts fall to $12,000.00 or less, that week to be the last week of the run.

Advertising:

Exhibitor agrees to participate 50% of all advertising expended for the entire engagement.

Sam, I want to call your attention to the fact that our gross for the first three weeks of THE KING AND I was $105,10 .87, of which you received 50%, plus a participation on a part of 50 of all advertisin monies spent. I also want to point out that upon the conclusion of the first five weeks, I have paid film rental within a few thousand dollars of the original guarantee, and from all indications, you will obtain revenue over and above my guarantee. I only make mention of this fact to emphasize the grossing power and capabilities of the Fox Theatre.

Very truly yours,

WILLIAM J. MOCL II

WJM:rl

Sincerely,

Viking Theatre Scale

25% up to	$ 9,000.
27½%	10,000.
30%	11,000.
32½%	12,000.
35%	13,000.
37½%	14,000.
40%	15,000.
42½%	16,000.
45%	17,000.
47½%	18,500.
50	20,000.

Figured on following tenths basis:

3 units - Saturday

2 " - Sunday and Holidays

1 " - Each other day

Exhibit P 142

[illegible]	[illegible]
45	7,000.
27	2[illegible],000.
	2[illegible],000.
1	2[illegible],000.
32	25,000.
37	1[illegible],000.
40	25,000.
12	1[illegible],000.
49	17,000.
47	1[illegible],500.
5	30,000.

Figured on [illegible] basis:

3 mile - [illegible]

2 " - [illegible]

1 " - each other day

21 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

[illegible] COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

[illegible] COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

[illegible] COUNTY: excludin Norristown.

[illegible]: Norris and Grand Theatres in Norristown to play 7 days after closing date but not later than 21 days after opening First run Philadelphia.

[illegible] COUNTY: excluding Towne Theatre, Levittown, Pa. and Roosevelt Drive-In.

[illegible] J[illegible]:

[illegible] COUNTY: with the exception of Camden which is to play 14 days after the last date of 1st run Philadelphia engagement.

[illegible] COUNTY:

[illegible] COUNTY:

[illegible] COUNTY:

[illegible]:

First run Wilmington to be available 7 days after opening date of first run Philadelphia, Pa.

EXHIBIT P-143.

September 26, 1956

Mr. Sam E. Diamond
20th Century-Fox Film Corp.
314 North 13th Street
Philadelphia 7, Pa.

Dear Sam:

I am herewith making offer to play 20th Century-Fox production THE BEST THINGS IN LIFE ARE FREE, first-run Philadelphia, starting after the termination of BUS STOP.

Terms to be as follows:

1st Week	—	40% to 50%
2nd "	—	30% to 50%
3rd "	—	25% to 50%
4th & Sub. wks.	—	20% to 50%

A minimum run of three weeks is guaranteed.

Holdover weeks to be by mutual agreement.

Advertising—Including Trailers, Lobby and all other advertising.

Theatre to spend	—	$2,000.	— 1st Wk.
		750.	— 2nd "
		500.	— 3rd & Sub. wks.

Total advertising expenditures will not be less than—

$4,000.	—	1st wk.
1,500.	—	2nd "
1,000.	—	3rd & Sub. wks.

Very truly yours,

WILLIAM J. MOCLAIR

WJM:ah

October 16, 1956

Mr. Sam Diamond
20th Century Fox Films
314 North 13th Street
Philadelphia, Pa.

Dear Sam:

In reply to your Request for Offer, dated October 3, 1956, telegram of October 4, 1956, and Request for Offer, dated October 9, 1956, inviting us to competitively negotiate for license to exhibit first run in Philadelphia the motion picture, BETWEEN HEAVEN & HELL, we herewith submit the following offer for the Viking Theatre:

TERMS:	First Week - 30% - 50% Sliding Scale
	Second Week - 25% - 50% Sliding Scale
	Third and Subsequent Weeks - 20% - 50% Sliding Scale
	If any one week's gross receipts do not equal or exceed $10,000. that week will be the last week of the engagement.
PLAYING TIME:	Indefinite run to start approximately on availability
ADVERTISING:	To be mutually agreed upon.
CLEARANCE:	See attached schedule.

Kindest regards.

Sincerely,

Jay Wren

JW/mk
encls
cc: Mr. E. London

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

NORRISTOWN: Norris and Grand Theatres in Norristown to play 7 days after closing date but no later than 21 days after opening first run Philadelphia.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: With the exception of Camden which is to play 14 days following the last date of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

DELAWARE

First run Wilmington to be available 7 days after opening date first run Philadelphia, Pa.

Exhibit P-144

VIKING THEATRE SCALE

20% up to	$ 8,000.
25%	9,000.
27½%	10,000.
30%	11,000.
32½%	12,000.
35%	13,000.
37½%	14,000.
40%	15,000.
42½%	16,000.
45%	17,000.
47½%	18,500.
50%	20,000.

UNIT BASIS

Saturday & Holidays	3/10
Sunday	2/10
Each other day	1/10

EXHIBIT P-145.

October 16, 1956

Mr. Sam E. Diamond
20th Century-Fox Film Corp.
314 N. 13th Street
Philadelphia 7, Pa.

Dear Sam:

I am herewith making offer to play Twentieth Century-Fox feature BETWEEN HEAVEN AND HELL, first-run Philadelphia.

Terms to be as per the attached scale with a minimum of 25% the first week and 20% for the second and subsequent weeks.

A one week run is guaranteed.

The advertising campaign to be by mutual agreement.

Very truly yours,

WILLIAM J. MOCLAIR

WJM:ah
Encl.

UNITED ARTISTS

"BLOCK BUSTER DRIVE"

SEPT. 5th, 1954

MARCH 5th, 1955



BILL HEINEMAN BERNIE KRANZE,

CO CAPTAINS

September 28, 1954

Mr. Milton Cohen
HOME OFFICE

Dear Milt:

Please be advised that bid letters were sent out today, September 28, 1954 on BAREFOOT CONTESSA to the following first run theatres in Philadelphia: Arcadia, Fox, Studio, Translux, World and Viking.

The closing date for this picture is October 6, 1954.

Kindest regards.

Sincerely,

UNITED ARTISTS CORPORATION

MORT MAGILL

MM:mm

cc: B. Kranze
J. Hughes
H. Wappaus
J. Turner

United Artists Corporation

1822 VINE STREET
PHILADELPHIA 7, PA.

Telephone: Rittenhouse 6-9500

May 9, 1955

Mr. Milton Cohen
HOME OFFICE

Dear Milt:

Please be advised bid letters were sent out Friday, May 6, 1955 on SUMMERTIME to the following first run theatres in Philadelphia: Arcadia, Fox, Translux, World, Studio and Viking, and all first run theatres in Atlantic City, N. J.

Bid letters were also sent out Friday on NOT AS A STRANGER to the first run Theatres in Allentown and Bethlehem, Pa.

The closing date for these pictures is May 13, 1955.

Kindest regards.

Sincerely,

Gene

GENE TUNICK

GT:mm

cc: B.Kranze
J.Hughes
H.Wappaus
J.Turner

1322 Vine Street, Phila. 7, Pa.



United Artists'

'COATS OFF' BILLING DRIVE COLLECTIONS

IN HONOR OF **Max E. Youngstein**

P1456 (3)

JULY 10 DEC 31st 1955

September 7, 1955

Mr. Milton Cohen
HOME OFFICE

Dear Milt:

Please be advised that we have resumed sending bid letters to the first-run Goldman and Stanley-Warner Theatres in Philadelphia. Bid letters were sent out today, September 7, 1955 to the Goldman Theatres (Goldman or Midtown or Randolph) and the Stanley-Warner Theatres (Mastbaum or Stanley or Stanton) on THE BIG KNIFE (availability date November 9, 1955) and DESERT SANDS (availability date October 19, 1955) in accordance with your conversation with John Turner. The closing date for these two pictures is September 13, 1955.

Please be advised we have commenced bidding in the Pottsville, Pennsylvania area. Bid letters were sent out today to the Capitol Theatre, the Hollywood Theatre and the Deer Lake Drive-In on NIGHT OF THE HUNTER (availability "Now") and GENTLEMEN MARRY BRUNETTES availability October 5, 1955). The closing date for these two pictures is September 14, 1955.

Kindest regards.

Sincerely,

Gene Tunick

GT:mrs
CC: Messrs. B. G. Kranse
J. Hughes
J. Turner



1322 Vine Street, Phila. 7, Pa.

JULY 10th
DEC. 31st
1955

United Artists'
'COATS OFF' DRIVE
BILLINGS
COLLECTIONS
IN HONOR OF
Max E. Youngstein

September 1, 1955

Mr. Milton Cohen
HOME OFFICE

Dear Milt:

Please be advised that bid letters were sent out today, September 1, 1955 on GENTLEMEN MARRY BRUNETTES to the following first-run houses in Philadelphia:

Arcadia	Translux
Fox	World
Studio	Viking

Bids on GENTLEMEN MARRY BRUNETTES were also sent to the following first run towns:

Allentown, Pa.	Bloomsburg, Pa.
Bethlehem "	Wilmington, Del.
Lewistown "	Wilkes-Barre, Pa.
Tamaqua "	Espy, Pa.
Hometown "	

The closing date for this picture is September 8, 1955.

Bids were also sent out to Wilkes-Barre, Pennsylvania today on STRANGER ON HORSEBACK and BULLET FOR JOEY. The closing date for these two pictures is September 8, 1955.

Kindest regards.

Sincerely,

Gene Tunick

GT:mrm
CC: Messrs. B. G. Kranze
J. Hughes
J. Turner

Exhibit P-147

2600a

November 15, 1956

Mr. Sam Diamond
20th Century Fox Film Corp.
314 North 13th Street
Philadelphia, Pa.

Dear Sir:

In reply to your Request for Offer and accompanying letter dated October 25, 195 , inviting us to competitively negotiate for a license to exhibit first run Philadelphia the motion picture, [illegible], we herewith submit the following offer for the Viking Theatre:

[illegible] :	50% of the gross receipts
[illegible] :	Minimum of three (3) weeks to follow YOU CAN'T [illegible].
[illegible]:	To be mutually agreed upon.
[illegible]:	See attached schedule.

Kindest regards.

Sincerely,

Jay [illegible]ren

JL:jh
enc.
cc: Mr. S. London

CLEARANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY: Norris and Grand Theatres in Norristown to play 7 days after closing date but no later than 21 days after opening first run Philadelphia.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden which is to play 14 days following the last date of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

DELAWARE

First run Wilmington to be available 7 days after opening date first run Philadelphia, Pa.

EXHIBIT P-148.

October 25, 1956

Mr. Rodney Bush
20th Century-Fox Film Corp.
444 West 56th Street
New York 19, N. Y.

Dear Rodney:

I have been looking over the ads that I received on LOVE ME TENDER and I am wondering whether it would be a good idea to have a box insertion with a free autographed photograph of Presley, given to each patron as they come in to see the picture, when it plays here.

I am bringing this up because I have had quite a number of requests from teen agers asking me if I had any photographs of Presley.

Kindest regards,

HARRY FREEMAN

HF:ah

UNIVERSAL PICTURES PLAYED AT GOLDMAN AND STANLEY WARNER THEATRES
(Grossing in excess of $19,000)

	Gross	Rental Paid	Adv'ing Credited	Rental less Adv'ing	% of 2 over 1	% of 4 over 1	Adj. inc. in 2	Guarantee	Other adjustments
MAGNIFICENT OBSESSION 9/1/54-10/5/54 Randolph	78,276.10	28,026.90	3,799.31	24,227.59	35.8	30.9	4,553.34		5 weeks instead of 6
SIGN OF THE PAGAN 1/4/55-1/31/55 Midtown	45,446.05	17,063.30	2,751.41	14,311.89	37.6	31.5	1,112.52		4 weeks instead of 5
MAN WITHOUT A STAR 3/15/55-3/29/55 Goldman	31,615.88	11,068.54	3,692.15	7,376.39	35.0	23.3	1,051.87		2 weeks instead of 5
THE SHRIKE 7/26/55-8/23/55 Midtown	46,002.00	16,870.73	2,892.82	13,977.91	36.7	30.4	3,685.16		4 weeks instead of 7
FEMALE ON THE BEACH 8/16/55-8/30/55 Goldman	33,362.62	11,054.03	2,328.99	8,725.04	33.2	26.2	1,708.33		2 weeks instead of 5
AWAY ALL BOATS 7/18/56-8/15/56 Goldman	47,862.74	16,943.96	3,042.95	13,901.01	35.4	29.1	2,878.96		4 weeks instead of 5
SASKATCHEWAN 3/17/54-3/30/54 Goldman	22,821.26	6,437.68	1,370.66	5,067.02	28.2	22.2	732.34		
BLACK SHIELD OF FALWORTH 9/17/54-9/28/54 Mastbaum	20,076.02	4,800.66	1,166.51	3,634.15	24.0	18.1	1,580.22		
TO HELL AND BACK 9/2/55-9/30/55 Mastbaum	87,578.44	36,629.28	4,385.79	32,243.49	41.9	36.8	2,210.70		4 weeks instead of 5

Exhibit P-149

2603a

Exhibit P-149

	Gross	Rental Paid	Adv'ing Credited	Rental less Adv'ing	% of 2 over 1	% of 4 over 1	Adj. inc. in 2	Guarantee	Other adjustments
THE BENNY GOODMAN STORY 2/3/56-3/2/56 Stanley	55,395.44	21,924.02	3,320.66	18,603.36	39.5	33.6	13,075.98	35,000.00	4 weeks instead of 5

Exhibit P-150

UNIVERSAL PICTURES PLAYED AT VIKING THEATRE

	Gross	Rental Paid	Adv'ing to be Credited	Rental less Adv'ing	% of 2 over 1	% of 4 over 1	Adj. inc. in 2	Guarantee
SECOND GREATEST SEX 12/23/55-1/13/56	20,185.91	17,500.00	7,420.53	10,079.47	86.6	50.0		17,500.00
ALL THAT HEAVEN ALLOWS 1/13/56-2/14/56	54,762.70	28,242.19	10,524.25	17,717.94	51.4	32.4		27,500.00
THERE'S ALWAYS TOMORROW 2/14/56-3/2/56	19,779.71	17,500.00	7,127.50	10,372.50	88.4	52.4		17,500.00
NEVER SAY GOODBYE 3/2/56-3/23/56	20,794.89	22,500.00	9,015.58	13,484.42	108.2	64.8		22,500.00

2605a

EXHIBIT P-151.

April 28, 1955

Mr. Edward Heiber, Branch Manager
Universal Film Exchanges, Inc.
251 North 13th Street
Philadelphia 7, Pa.

Dear Ed:

As per our discussion in Mr. Peter Dana's office in New York on Tuesday, April 26, 1955, when we were invited to competitively negotiate for the first-run exhibition of the motion picture, FOXFIRE (Technicolor), we herewith submit the following offer for the Viking Theatre:

PLAYDATE & LENGTH OF RUN

(a) Approximately on availability.

(b) Guaranteed run of 14 days.

(c) Picture to be held for additional periods of 7 days if the gross receipts for the first 4 days of the week preceding average $1075. per unit, i. e., 3/10 for Saturday(s) and Holiday(s); 2/10 for Sunday(s); 1/10 for each other day.

TERMS

$8,000. minimum guarantee vs:

First two weeks—45% of the gross receipts after deducting;

(a) Weekly costs of shorts and news and/or second feature.

RUN

First-run Philadelphia.

CLEARANCE

Same clearance as contained in the accompanying letter requesting the opportunity to competitively negotiate for licenses to exhibit Universal-International releases.

ADVERTISING

Distributor agrees to share 50% of the cost of all advertising (Newspaper, Television, Radio, Billboards, Exploitation) and distributor's share (50%) shall be deducted from the film rental.
Kindest personal regards.

Sincerely

JAY WREN
Jay Wren

cc — Mr. P. Dana

DECEMBER, 1955 — "THE SECOND GREATEST SEX" - Cinemascope, Tech. Jeanne Crain, George Nader, Kitty Kallen, Bert Lahr.

JANUARY, 1956 — "ALL THAT HEAVEN ALLOWS" - Technicolor Jane Wyman, Rock Hudson, Agnes Moorehead, Conrad Nagel, Charles Drake

FEBRUARY, 1956 — "THERE'S ALWAYS TOMORROW" - Barbara Stanwyck, Fred MacMurray, Joan Bennett

MARCH, 1956 — "NEVER SAY GOODBYE" - Technicolor Rock Hudson, Miss Cornel Borchers, George Saunders, Ray Collins

SCHEDULE A

DAMAGE PERIOD - 7/2/54 - 11/13/56

1. Comparison of gross and film rental.

Theatre	Gross	Film Rental	Gross minus Film Rental
1. Stanley	$1,605,477.22	$ 685,660.65	$ 919.816.57
2. Mastbaum	1,771.188.13	691,594.82	1,079,593.31
3. Fox	1,987,496.51	729,851,34	1,257,645.17
4. Midtown	1,239,419.37	521,825.56	717,593.81
5. Randolph	2,097,366.86	1,003,714.28	1,093,652.58
6. Goldman	1,562,481.40	514,641.84	1,047,839.56
Total 1 to 6			$6,116,141.00
AVERAGE			1,019,356.83
Viking	$1,200,357.08	$ 630,487.80	569,869.28
Amount of Damage to Viking (not including advertising)			$ 449,487.55

EXHIBIT P-154.

Gross Less Advert.	*%*	*F. R.*	*Credit*	*Exhibitors Balance*	*4000 Wk. Est. House Exp.*	*P or L*
1,606.49						
6,799.01						
4,496.98						
12,902.48	25	3,225.62	6,990.95	9,676.86	12,000	2,323.14
13,690.70						
11,692.13						
7,965.50						
6,121.37						
4,962.03						
44,431.73	40	17,772.69	138.53	26,659.04	18,800	7,859.04
7,782.95						
4,043.26						
1,468.96						
13,295.17	30	3,988.55	6,551.62	9,306.62	9,200	106.62
4,796						
4,276						
3,300						
12,372	25	3,093	10,639.00	9,279	12,000	2,721
83,001.38		28,079.86	24,320.10	54,921.52	52,000	2,921.52

P 154

United Artists Corporation
302 N. 13th STREET
PHILADELPHIA 7, PA
Telephone WAlnut 2-1102

July 14, 1955

Mr. Jay Wren
Viking Theatre
10th & Chestnut Sts.
Philadelphia, Pa.

Re: Viking Theatre Phila, Pa.
Theatre Town

Dear Sir:

This is to advise you that all bids submitted on

SUMMERTIME have been

rejected for the reason that the terms offered are unsatisfactory.

We, however, will afford you an opportunity to negotiate for this picture and will communicate with you in the near future, and we will likewise do the same with other theatres.

We want to thank you very much for your interest in this subject.

Kind regards.

Sincerely yours,

Gene Tunick
Branch Manager

GT:mrn

WARNER BROS.
PICTURES
DISTRIBUTING CORPORATION
230 No. 13th STREET PHILADELPHIA 7, PA.
PHONE RITTENHOUSE 6-9530

July 19,1955

Mr. Jay Wren
Viking Theatre,
19th & Chestnut
Phila.,Pa.

Dear Mr.Wren:

Please be advised that your offer for a license to exhibit the picture "THE McCONNELL STORY" at the Viking Theatre, Philadelphia, has not been accepted.

We have accepted the offer submitted by the Wm Goldman Theatres, Inc.

Cordially yours,

Branch Manager.

CM Beilan/aw

Exhibit P-156 2613a

WARNER BROS.
PICTURES
DISTRIBUTING CORPORATION
230 No. 13th STREET PHILADELPHIA 7, PA.
PHONE RITTENHOUSE 6-9530

August 4, 1955

Mr. Jay Wren
Viking Theatre,
19th & Chestnut St.
Phila., Pa. (3)

Dear Mr. Wren:

Please be advised that your offer for a license to exhibit the picture "PETE KELLY'S BLUES" at the Viking Theatre, Philadelphia, has not been accepted.

We have accepted the offer submitted for the Goldman Theatre.

Cordially yours,

Branch Manager.

CM Beilan/aw

PARAMOUNT FILM DISTRIBUTING CORPORATION
REQUEST FOR OFFER

BRANCH AT Philadelphia,Pa. DATE 9/18/55

EXHIBITOR	Mr. George Beattie (Goldman/Randolph/Midtown)	15th and Chestnut St., Phila.
EXHIBITOR	Mr. Wm. Yaresko (Stanley/Stanton/Aastbaum)	ADDRESS 1300 Arch St., Phila.
EXHIBITOR	Mr. Jay Wren (Viking Theatre)	19th and Chestnut St., Phila.
EXHIBITOR	Mr. Morton Shapiro (Arcadia)	ADDRESS 16th and Chestnut St., Phila.
EXHIBITOR	Mr. Harold Seidenberg (Fox)	16th and Market Sts., Phila.
EXHIBITOR	Mr. Wm. Goldberg (Studio)	ADDRESS 1632 Market Street, Phila.
EXHIBITOR	Mr. Joe Ingber (Tramuz/World)	1515 Broadway
EXHIBITOR	Bryan Theatres	ADDRESS New York, N.Y.

WE INVITE EACH OF YOU TO SUBMIT ANY OFFERS YOU MAY DESIRE TO MAKE WITH RESPECT TO THE MOTION PICTURE:

THIS SPACE FOR USE BY DISTRIBUTOR ONLY

TITLE "Ill. Gest. of U.S."

MINIMUM TERMS GUARANTEE $_____ AGAINST PERCENTAGE (ACCEPTABLE TO US) OF THE FULL GROSS

FOR THE RUN available on or about 11/19/55.

SO THAT WE MAY BE ABLE TO PROPERLY EVALUATE EACH OFFER WE ASK THAT YOU FURNISH US THE FOLLOWING DATA

THEATRE OFFERED Viking

SEATING CAPACITY 1200

PLAYING TIME OFFERED (INCLUDING PREFERRED TIME AND) (NOTE — IF ALTERNATE PLAYING-TIME IS PROPOSED DISTRIBUTOR RESERVES RIGHT OF SELECTION)

PROPOSED STARTING TIME OF ENGAGEMENT

WILL PICTURE BE PLAYED SINGLE OR DOUBLE BILL

ADULT EVENING ADMISSION PRICE YOU CHOOSE TO CHARGE DURING ENGAGEMENT .49

TERMS OFFERED

AMOUNT YOU PROPOSE TO SPEND FOR ADVERTISING

CLEARANCE DESIRED

ANY OFFER WHICH YOU MAKE WITH RESPECT TO THE PICTURE LISTED ABOVE WILL BE CONSIDERED SEPARATELY WITHOUT REFERENCE TO ANY OFFER WHICH YOU MAY MAKE ON ANY OTHER PICTURE OR PICTURES

WE RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS WHICH WE DO NOT DEEM SATISFACTORY

THE LAST DAY UPON WHICH WE WILL RECEIVE OFFERS FOR CONSIDERATION IS 9/20/55 WE ENCLOSE FOR YOUR CONVENIENCE A SELF-ADDRESSED ENVELOPE UPON WHICH THAT DATE APPEARS. [illegible]

WE ARE SENDING YOU TWO COPIES OF THIS REQUEST. YOU MAY RETAIN ONE FOR YOUR FILE AND SIGN AND RETURN THE OTHER TO US.

EXHIBITOR

BRANCH MANAGER

Rider for DESPERATE HOURS bid due September 20, 1955

TERMS OFFERED: 90% of the gross receipts in excess of $5000. Any overtime incurred is to be added to the basic expense of $5000. before computing the distributor's 90% of the gross receipts over the aforementioned expense.

ADVERTISING: Distributor to pay all advertising including four painted billboards and 14 28 sheets totaling $1344.75 for the first month. Rental of painted billboards and 28 sheet boards to be pro-rated in the event the picture is held for additional weeks.

Distributor also to pay for lobby display pieces and valance not to exceed $450.

CLE RANCE

28 clear days clearance from last day of engagement over all theatres in Philadelphia, including the following counties with the exception of the Palace, which is 21 days.

PENNSYLVANIA

DELAWARE COUNTY: with the exception of Chester, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

CHESTER COUNTY: with the exception of Coatesville and West Chester, which are to play 14 clear days from last day of 1st run Philadelphia.

MONTGOMERY COUNTY: with the exception of Pottstown and Norristown, to play 21 clear days from last day of 1st run Philadelphia engagement.

BUCKS COUNTY:

NEW JERSEY

CAMDEN COUNTY: with the exception of Camden, which is to play 14 clear days from last day of 1st run Philadelphia engagement.

GLOUCESTER COUNTY:

BURLINGTON COUNTY:

CUMBERLAND COUNTY:

COPIES TO:
HOME OFFICE (4)
DIVISION MANAGER
BRANCH MANAGER

PARAMOUNT FILM DISTRIBUTING CORP.

TRANSMITTAL FORM
(COMPETITIVE BIDS)

BRANCH Philadelphia,Pa. DATE OF TRANSMITTAL 9/[illegible]/55

LOCATION	First run theatres,Philadelphia,Pa.		
PICTURE	"[illegible]"	RUN	Special Engagement.

THEATRE	PLAYTIME OFFERED	DIGEST OF TERMS
STANLEY	Minimum of 7 weeks - opening date 11/4 or 11/11/55.	[illegible] Guarantee of $40,000 to cover entire engagement. 1st week- 60%. 2nd week- 50%. 3rd week- 40 to 50% scale. 4th week- 40 to 50% scale. 5th week-35 to 50% scale. 6th week-35 to 50% scale. 7th week-35 to 50% scale. Additional weeks: 40% [illegible] HOLDOVER for the 8th week if gross of 6th week is $8,000 or more. Holdover for the 9th week if 7 th week grosses $10,500 or more, etc.
EASTMAN	8 weeks. Opening 10/21 or 10/28/55.	Guarantee of $40,000 to cover the entire engagement. 1st week -40% of the gross 2nd week - 50% of the gross 3rd week - 40 to 50% scale. 4th week - 40 to 50% scale. 5th week -35 to 50% scale. 6th week - 30 to 50% scale. 7th week - 30 to 50% scale. 8th week -35 to 50% scale. Additional weeks: 35 to 50% scale. HOLDOVER for 9th week if gross for 7th week is $13,200 or more, etc.
TRANSLUX		BID WITHDRAWN
WORLD	Unlimited run. Opening date - 10/29/55.	Guarantee of $[illegible] - 50% over $[illegible] per week. Distributor to pay all advertising.

REMARKS

[redacted]

BRANCH MANAGER

FOR H.O. USE

FORM 2880 100M 10-55 PRINTED IN U.S.A.

Exhibit P-160

2[illegible]

COPIES TO:
HOME OFFICE (4)
DIVISION MANAGER
BRANCH MANAGER

PARAMOUNT FILM DISTRIBUTING CORP.

TRANSMITTAL FORM
(COMPETITIVE BIDS)

BRANCH [redacted] DATE OF TRANSMITTAL [redacted]

SITUATION: [redacted]

PICTURE [redacted] RUN [redacted]

THEATRE	PLAYTIME OFFERED	DIGEST OF TERMS
[redacted]		Bid withdrawn.
[redacted]		NO OFFER
[redacted]	8 weeks. - Opening 10/10.	90% of the gross in excess of $5,000 per week. All advertising to be paid by the distributor.

REMARKS

[redacted]

BRANCH MANAGER

FOR H.O. USE

HOME OFFICE

FORM 2000 1000 10-43 PRINTED IN U.S.A.

Exhibit P-160

2618a

WARNER BROS.
PICTURES
DISTRIBUTING CORPORATION
230 NO. 13th STREET PHILADELPHIA 7, PA.
PHONE RITTENHOUSE 6-9530

February 28,1956

Mr. Jay Wren
Viking Theatre,
19th & Chestnut
Phila.,Pa.

Dear Mr.Wren:

Please be advised that we are screening "SERENADE" in our projection room, 230 N.13th St. Phila. on Friday, March 2nd, at 11:00 a.m.

If you are interested in securing SERENADE for exhibition, first run Philadelphia, please forward your offer so that we will receive it by 3:00 p.m. Monday, March 5th.

If you contemplate offering a guarantee, same must be received in our exchange seven days prior to opening date of picture.

Please submit your offer in triplicate.

Cordially yours,

Branch Manager.

CM Beilan/aw

Rider for THE BIRDS AND THE BEES bid due March 22, 1956

TERMS OFFERED:

25% up to	$	9,000.
27½%		10,000.
30%		11,000.
32½%		12,000.
35%		13,000.
37½%		14,000.
40%		15,000.
42½%		16,000.
45%		17,000.
47½%		18,500.
50%		20,000.

Figured on following basis:

3/10	Saturday and Holidays
2/10	Sunday
1/10	Each other day

ADVERTISING:

Pre-opening and first week: Distributor to pay 50% of all advertising, publicity and exploitation over and above Viking Theatre's advertising budget of $400.

Following must be included in advertising budget:

General Outdoor	- painting 3 bulletins @ $200. each	600.00
" "	- weekly rental on 3 painted bulletins @ $10. each	30.00
Stait Outdoor	- painting 1 bulletin @ $200. and 1 bulletin @ $125.	325.00
" "	- weekly rental on 2 painted bulletins	18.13
General Outdoor	- weekly rental on 8 - 24 sheet boards	57.44
" "	- weekly rental on 1 - 6 sheet board	1.25
Dave Lodge	- weekly rental on 6 - 24 sheet boards	18.75
	Total	1050.57

Additional Days: Distributor to pay 50% of all advertising, publicity and exploitation over and above Viking Theatre's advertising budget of $300.

Advertising budget must include pro-rated cost of weekly rental on following:

General Outdoor	- weekly rental on 3 painted bulletins @ $10. each	30.00
Stait Outdoor	- weekly rental on 2 painted bulletins	18.13
General Outdoor	- weekly rental on 8 - 24 sheet boards	57.44
" "	- weekly rental on 1 - 6 sheet board	1.25
Dave Lodge	- weekly rental on 6 - 24 sheet boards	18.75
	Total	125.57

PARAMOUNT FILM DISTRIBUTING CORPORATION
REQUEST FOR OFFER

BRANCH AT: [illegible] DATE: 3/19/56

EXHIBITOR	[illegible] (Goldman/Randolph/[illegible])	ADDRESS	13th and Chestnut Sts., Phila. [illegible]
EXHIBITOR	[illegible] (Stanley/Warner/[illegible])	ADDRESS	17th and Chestnut Sts., Phila. [illegible]
EXHIBITOR	[illegible] (Stanley/Warner/[illegible])	ADDRESS	1500 Chestnut Street, Phila. 1500 Market Street, Phila.
EXHIBITOR	[illegible] (Tremaine/[illegible])	ADDRESS	[illegible] New York, N. Y.

WE INVITE EACH OF YOU TO SUBMIT ANY OFFERS YOU MAY DESIRE TO MAKE WITH RESPECT TO THE MOTION PICTURE:

THIS SPACE FOR USE BY DISTRIBUTOR ONLY

TITLE [illegible] (Technicolor)

MINIMUM TERMS: GUARANTEE $_____ AGAINST PERCENTAGE (ACCEPTABLE TO US) OF THE FULL GROSS

FOR THE RUN Available on or about 5/4/56.

SO THAT WE MAY BE ABLE TO PROPERLY EVALUATE EACH OFFER, WE ASK THAT YOU FURNISH US THE FOLLOWING DATA:

THEATRE OFFERED	Viking
SEATING CAPACITY	1037
PLAYING TIME OFFERED (INCLUDING PREFERRED TIME, IF ANY)	(NOTE: — IF ALTERNATE PLAYING-TIME IS PROPOSED, DISTRIBUTOR RESERVES RIGHT OF SELECTION.) Minimum of ten (10) days
PROPOSED STARTING TIME OF ENGAGEMENT	Approximately on availability which you advise is on or about May 3, 1956
WILL PICTURE BE PLAYED AS "SINGLE" OR "DOUBLE" BILL	
ADULT EVENING ADMISSION PRICE YOU CHOOSE TO CHARGE DURING ENGAGEMENT	$1.10
TERMS OFFERED	25% - 50% Sliding Scale (sliding scale attached)
AMOUNT YOU PROPOSE TO SPEND FOR ADVERTISING	See attached rider
CLEARANCE DESIRED	See attached schedule

EACH OFFER WHICH YOU MAKE WITH RESPECT TO THE PICTURE LISTED ABOVE WILL BE CONSIDERED SEPARATELY, WITHOUT REFERENCE TO ANY OFFER WHICH YOU MAY MAKE ON ANY OTHER PICTURE OR PICTURES.

WE RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS WHICH WE DO NOT DEEM SATISFACTORY.

THE LAST DAY UPON WHICH WE WILL RECEIVE OFFERS FOR CONSIDERATION IS 3/22/56 - 5:00 P. M. WE ENCLOSE FOR YOUR CONVENIENCE, A SELF-ADDRESSED ENVELOPE UPON WHICH THAT DATE APPEARS.

WE ARE SENDING YOU TWO COPIES OF THIS REQUEST. YOU MAY RETAIN ONE FOR YOUR FILE, AND SIGN AND RETURN THE OTHER TO US

_____ EXHIBITOR

[illegible] BRANCH MANAGER

PARAMOUNT FILM DISTRIBUTING CORPORATION
REQUEST FOR OFFER

BRANCH AT: [illegible], Pa. DATE: 3/21/50

EXHIBITOR	Mr. George Seattle (Goldman/Randolph/Midtown) Mr. S. Yurcaba (Stanley/Stanton/[illegible])	ADDRESS	15th and Chestnut Sts., Phila. 1500 Arch Street, Phila.
EXHIBITOR	Mr. [illegible] (Viking) Mr. [illegible] (Fox)	ADDRESS	19th and Chestnut Sts., Phila. 16th and Market Sts., Phila.
EXHIBITOR	Mr. Horton [illegible] Mr. [illegible] (Jumbo)	ADDRESS	[illegible] Chestnut Street, Phila. 1612 Market Street, Phila.
EXHIBITOR	Mr. Joseph Bigger (Tremlux/[illegible]) Grand Theatres	ADDRESS	1555 Broadway New York, N. Y.

WE INVITE EACH OF YOU TO SUBMIT ANY OFFERS YOU MAY DESIRE TO MAKE WITH RESPECT TO THE MOTION PICTURE:

THIS SPACE FOR USE BY DISTRIBUTOR ONLY

TITLE "[illegible]"

MINIMUM TERMS: GUARANTEE $_____ AGAINST PERCENTAGE (ACCEPTABLE TO US) OF THE FULL GROSS.

FOR THE RUN available on or about 7/21/50.

SO THAT WE MAY BE APLE TO PROPERLY EVALUATE EACH OFFER, WE ASK THAT YOU FURNISH US THE FOLLOWING DATA:

THEATRE OFFERED	Viking
SEATING CAPACITY	1037
PLAYING TIME OFFERED (INCLUDING PREFERRED TIME, IF ANY)	(NOTE: — IF ALTERNATE PLAYING-TIME IS PROPOSED, DISTRIBUTOR RESERVES RIGHT OF SELECTION.) See attached rider
PROPOSED STARTING TIME OF ENGAGEMENT	See attached rider
WILL PICTURE BE PLAYED "SINGLE" OR "DOUBLE" BILL	Single
ADULT EVENING ADMISSION PRICE YOU CHOOSE TO CHARGE DURING ENGAGEMENT	$1.49 - weekdays; $1.80 - Saturdays, Sundays & Holidays
TERMS OFFERED	See attached rider
AMOUNT YOU PROPOSE TO SPEND FOR ADVERTISING	See attached rider
CLEARANCE DESIRED	See attached schedule

ANY OFFER WHICH YOU MAKE WITH RESPECT TO THE PICTURE LISTED ABOVE WILL BE CONSIDERED SEPARATELY, WITHOUT REFERENCE TO ANY OFFER WHICH YOU MAY MAKE ON ANY OTHER PICTURE OR PICTURES.

WE RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS WHICH WE DO NOT DEEM SATISFACTORY.

THE LAST DAY UPON WHICH WE WILL RECEIVE OFFERS FOR CONSIDERATION IS 3/28/50 - 3 P.M. WE ENCLOSE FOR YOUR CONVENIENCE, A SELF-ADDRESSED ENVELOPE UPON WHICH THAT DATE APPEARS.

WE ARE SENDING YOU TWO COPIES OF THIS REQUEST. YOU MAY RETAIN ONE FOR YOUR FILE, AND SIGN AND RETURN THE OTHER TO US

_____ EXHIBITOR

[illegible] SMITH BRANCH MANAGER

Rider for THE PROUD AND THE PROFANE bid due March 30, 1956

TERMS OFFERED: $50,000. minimum guarantee vs:*

Distributor to receive 70% of the gross receipts after deducting:

(a) $5170.19 operating expense

(b) actual cost of Paramount news and shorts shown during any one week of the exhibition of THE PROUD AND THE PROFANE not to exceed $175. per week

(c) the exhibitor's share (30%) of all advertising money spent for pre-opening, first and subsequent weeks

(d) the cost of any additional help or overtime designed to produce additional revenue at the box office, regardless of whether such additional revenue is produced. Overtime not to exceed $200. per week.

*Guarantee to cover the entire engagement.

PLAYING TIME: Minimum of seven (7) weeks. Approximately on availability.

ADVERTISING: Entire teaser ad campaign, if any, to be paid by the distributor.

Pre-opening and First Week - Distributor agrees to reimburse the exhibitor to the extent of 70% of the actual advertising costs. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and TV, painted bulletins, billboards, theatre lobby displays, etc. used prior to and during the engagement of THE PROUD AND THE PROFANE.

Subsequent Weeks - Distributor agrees to reimburse the exhibitor to the extent of 70% of the actual advertising costs. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and TV, weekly rental of painted bulletin boards and billboards, etc.

CLEARANCE SCHEDULE

First Run Wilmington to be available 7 days after opening date
First Run Philadelphia, Pa.

14 days First Run Camden, J. J.
First Run Chester, Pa.
First Run Coatesville, Pa.
First Run Norristown, Pa.
First Run West Chester, Pa.

21 days Palace, Philadelphia, Pa.
Oxford, Oxford, Pa.

28 days Ambler, Ambler, Pa.
First Run Ardmore, Pa.
First Run, Bristol, Pa.
Main Line Dr. In, Devon, Pa.
First Run Doylestown, Pa.
Yorktown, Elkins Park, Pa.
First Run, Glenside, Pa.
Hatboro, Hatboro, Pa.
Auditorium, Kennett Square, Pa.
Lincoln Dr. In, Langhorne, Pa.
First Run Lansdale, Pa.
Towne, Levittown, Pa.
Media, Media, Pa.
Roosevelt Drive In, Middletownship, Pa.
Bucks County Dr. In, Neshaminy, Pa.
First Run Phoenixville, Pa.
First Run Quakertown, Pa.
Sevil, Sellersville, Pa.
Broad, Souderton, Pa.
309 Dr. In, Spring House, Pa.
69th Street, Upper Darby, Pa.
Tower, Upper Darby, Pa.
Anthony Wayne, Wayne, Pa.
Grove, Willow Grove, Pa.
Band Box, Philadelphia, Pa.
Benn, Philadelphia, Pa.
Broadway, Philadelphia, Pa.
Bromley, Philadelphia, Pa.
Carman, Philadelphia, Pa.
City Line Center, Philadelphia, Pa.
Crest, Philadelphia, Pa.
Erlen, Philadelphia, Pa.
Esquire, Philadelphia, Pa.
Iris, Philadelphia, Pa.
Lawndale, Philadelphia, Pa.
Locust, Philadelphia, Pa.
Logan, Philadelphia, Pa.
Mayfair, Philadelphia, Pa. (N)
Merben, Philadelphia, Pa.
Midway, Philadelphia, Pa.

28 days New Colonial, Philadelphia, Pa.
Nixon, Philadelphia, Pa.
Orepheum, Philadelphia, Pa.
Oxford, Philadelphia, Pa.
Regal, Philadelphia, Pa.
Rivoli, Philadelphia, Pa.
Rockland, Philadelphia, Pa.
Roosevelt, Philadelphia, Pa.
Roxy, Philadelphia, Pa.
Savoia, Philadelphia, Pa.
State, Philadelphia, Pa.
Strand (Gtn.), Philadelphia, Pa.
Uptown, Philadelphia, Pa.

PARAMOUNT FILM DISTRIBUTING CORPORATION

248 NO 12TH ST PHILADELPHIA 7, PA

April 5, 1956

Mr. Jay Wren,
Viking Theatre
19th & Chestnut Streets,
Philadelphia, Pa.

Dear Jay:

In "WAR AND PEACE" we have a picture which already has been acclaimed as one of the greatest, if not the greatest, ever produced. To witness the story unfold is not just seeing a great motion Picture. You just live through it and are carried away by its sweep and color, its emotional power and its surge of vast forces in conflict.

The size, spectacle and excitement of "WAR AND PEACE" as battles of unbelievable scope surge back and forth across the giant screen, are beyong anything your audience has ever seen and will provide all movie-goers, young and old, with a most memorable experience.

The imagination bogs down in attempting to evaluate to the full the spectacular magnitude of its production in time, in men and materials, in the effort and care expended in the creation of this mammoth production, which was translated to the screen under the meticulous skill of King Vidor's direction.

Filmed in VistaVision and with all its breathtaking scenes in Technicolor, audiences will be carried away and given a feeling that they are personally living each experience as this immortal Tolstoy story unfolds, - a story that has been given life and color by such top-ranking American and European stars as -

Audrey Hepburn	Henry Fonda
Mel Ferrer	Anita Ekberg
Vittorio Gassman	Milly Vitale
H elmut Dantine	Oscar Homolka

The sensational surprise of "WAR AND PEACE" is Audrey Hepburn who gives a truly startling performance as Natasha.....Henry Fonda's tremendous dramatic achievement as Pierre will leaver a powerful impression upon the millions who are destined to see this picture, while Mel Ferrer as Prince Andrew willl make every viewer realize he is one of the really great actors of our time.

"WAR AND PEACE", we feel, can and will be seen by every person old enough to see a picture in the whole United States. People will see it who seldom go to the movies. It is our goal that everyone should see it.

In order to achieve that goal our task has been to build for it tremendous momentum before the picture is put into broad release. This momentum we feel will be best built up by having a limited number of special engagements commencing on September 13, 1956 to make the public fully aware of its greatness and to enable the picture to realize the greatest box office potential.

PARAMOUNT FILM DISTRIBUTING CORPORATION (2)

For these special engagements, the picture will play in cities in the United States which, in our judgment, carry and have a broad sphere of influence over surrounding areas. Philadelphia is one of the cities where we would like to have a special showing of "WAR AND PEACE".

We hereby offer you the opportunity to engotiate competitively with the theatres listed on the attached form for the exhibition rights to a Special Engagement of "WAR AND PEACE in your city.

In deciding which threates to invite to submit offers on "WAR AND PEACE", we have given consideration, among other things, to the fact that the running time of this picture is 3¼ hours, which in our judgment, precludes very small theatres from profitably and advantageously exhibiting this picture. It is our goal, wherever possible, to have "WAR AND PEACE", exhibited in the most suitable theatre possible to us. We have accordingly not extended invitations to bid on all of the theatres who generally bid for our product for first run in Philadelphia, but have limited our invitations, as indicated above, to those theatres which we feel are most suitable for the exhibition of this picture.

In evaluating all competitive offers submitted, our decision and award will give consideration to the kind, character and physical qualitites of each theatre which submits an offer.

If you desire to negotiate for this Special Engagement, we are enclosing our form of Request For Offer to be used in submitting your offer. It is necessary that you supply all of the information called for by this form. It will not be possible to screen the picture until some time later when prints will be ready for release.

For your guidance in submitting an offer for this Special Engagement, please note the following:-

(A) Minimum will be 90% of the gross to the Distributor - after deducting the House Expense - balance of 10% to Exhibitor for each week of the engagement.

(B) If you wish to make your offer on the basis of this 90/10 sharing arrangement, we are attaching an Operating Expense Rider. Be sure to fill in all details. The detailed expenses will be a most important factor in considering each offer.

(C) The Total of all advertising costs actually incurred for the exhibition of "WAR AND PEACE" shall be shared, 90% by the Distributor and 10% by the Exhibitor.

(D) All offers must specify playing time, with definite provision for extended run to be determined on the basis of gross receipts, and include a definite opening date.

Very truly yours,

ULRIK F. SMITH
Branch Manager

UFS/mo

PARAMOUNT PICTURES CORPORATION
TIMES SQUARE NEW YORK 36
BRYANT 9-8700 CABLE ADDRESS FINFILM

LOUIS PHILLIPS
VICE PRESIDENT AND GENERAL COUNSEL

April 23, 1956.

Mr. Jay Wren,
Viking Theatre,
Philadelphia, Pa.

Dear Mr. Wren:

Your telegram dated April 12, 1956, sent to our Mr. Ulrik Smith, has been referred to me for attention and reply. Your telegram relates to our picture WAR AND PEACE, for which we have requested offers for the special engagement in Philadelphia, beginning September 13, 1956.

You state that until such time as you are afforded the opportunity to screen the picture, the management of the Viking Theatre is unable to submit a firm offer for a license to exhibit this picture.

You request that you be permitted to submit an offer, with the understanding that after screening WAR AND PEACE, if the management of the Viking Theatre decided that the motion picture is not of the caliber anticipated, you may withdraw the offer without prejudice. I regret exceedingly that this request of yours cannot be granted.

You are being treated on an equal footing with every other exhibitor whom we solicited to make an offer. No exhibitor has seen the picture, and no print is available in the United States. We expect that a print will be available some time in July. Our top executives who found it necessary to see the picture were obliged to fly to Rome to see it. They believe it will be one of the greatest pictures of all time.

If you desire to bid, you may do so unconditionally. Other exhibitors are asked to do the same. If you do not see fit to do so, that is your privilege. There is no competitive disadvantage to you in the way we are offering this picture, since all exhibitors are treated alike.

Very truly yours,

LP:V

May 3, 1956

...

...

...

...r letter of ...pril 28th, 1956, advising us that "If you ..., you may do so unconditionally." for the exhibition rights ... ...ment of ...R AND PEACE in Philadelphia, we herewith ...ollowing offer for the Viking Theatre:

$5,000. minimum guarantee with

Distributor to receive 90% of the gross receipts after deducting:

(a) $5333.54

Guarantee to cover the entire engagement including any additional playing time.

Minimum of seven (7) weeks. To start Thursday, September 13, 1956.

Pre-opening and First Week - Distributor agrees to reimburse the exhibitor to the extent of 90% of all actual advertising costs. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and TV, painted bulletins, billboards, theatre lobby displays, valance, etc., used prior to and during the engagement of WAR AND PEACE.

Advertising budget must include the following:

(a)	the painting of 5 centrally located bulletin boards	$925.00
(b)	weekly rental of 5 painted bulletin boards	46.13
(c)	weekly rental of 14 - 28 sheet boards and 1 - 6 sheet board	76.19 1.25

Mr. Louis Phillips
Paramount Pictures Corporation
New York 36, N. Y.

[illegible], 1956

VIKING: (cont.)

Subsequent weeks - Distributor agrees to reimburse the exhibitor to the extent of 90% of the actual advertising costs. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and TV, weekly rental of painted bulletins and billboards, etc.

Advertising budget must include the following:

(a)	weekly rental of 5 painted bulletin boards	$4.13
(b)	weekly rental of 14 - 28 sheet boards and 4 - 6 sheet board	76.19 1.25

Enclosed hereto are:

1. The Viking Theatre's Expense Schedule
2. Completed Request for Offer form
3. Holdover Rider
4. Contract Agreement.

Many thanks for affording the management of the Viking Theatre the opportunity to submit this offer.

Kindest regards.

Sincerely,

Jay [illegible]ren

[illegible]jh
enc.
cc: Mr. J. London
[illegible] DELIVERY
[illegible] - R.K.O.

Philadelphia

4/ 56

Mr. Jay Wren(Viking Theatre — 19th & Chestnut Street
Viking Theatre — Philadelphia, Pa.
Mr. Ted Minsky (Mastbaum or Stanley) — 1300 Arch Street
Stanley-Warner Theatre M gt. — Philadelphia, Pa.
Mr. George Beattie(Randolph — 15th & Chestnut St.
William Goldman Theatres — Philadelphia, Pa.

Viking

1036

Minimum of 7 weeks

Sept[illegible]er 13, 1956

.99 to 1.49 — 1.05 t
.75 — .7

[illegible]

[illegible]

*Guarantee to cover the entire engagement including any additional playing time.

4/12/56

Viking

May 3, 1956
Philadelphia, Pa.

Weekly payroll	2132 00
Weekly Overtime	257 40
Sound Service, ASCAP, Rubbish Removal, Uniforms & Maintenance, Seat Repairs, Painting, Plastering, Booth & Stage Repairs, Plumbing, Auto. Door Maintenance, Exterminator, Lt. Bulbs, Neon Tubing, Janitor & Lavatory Supplies, Carbons & Fuses, Comm. Artists Materials, Tickets, Office Supplies, Flashlights, Batteries, Bulbs, Photostats, Printing, etc.	160 49
Steam, Water & Sewer Rt., Electric, Fuel	296 40
Legal & Auditing, Lic. Fees, Sign Permits, Incidentals, Depreciation, Telephone, Telegraph, Postage	279 46
	387 22
	11 40
	1500 00
Payroll Tax 5%	193 47
	105 74
	5323 54

and 2/10s for Holidays. 3/10s 2/10s 1/10

Viking Theatre Corporation

Exhibit P 166

26311

"WAR AND PEACE"

Rider attached to and made part of contract dated May 3, 1956

for Viking Theatre located at Philadelphia, Pa.

Exhibitor agrees to exhibit the motion picture at the theatre licensed hereunder, as a special engagement, for an exhibition period of 7 consecutive weeks commencing on Sept. 13, 1956 (hereinafter referred to as the "initial period of exhibition").

If the gross receipts during the first four days of the last week of the initial period of exhibition are at least $9800. Dollars ($ 9800.), such motion picture shall be continued to be exhibited, upon the completion of the initial period of exhibition, from week to week, thereafter. It is understood and agreed, however, that subsequent to the initial period of exhibition, either Distributor or Exhibitor shall have the right to terminate the license to further exhibit such motion picture at the end of any week subsequent to one in which the figure designated in the preceding sentence is not reached, by giving written notice thereof (by mail, telegraph or personal delivery) to the other not less than six (6) days (including the date of the notice) prior to such termination.

For the license herein granted to exhibit said motion picture, the Exhibitor agrees to pay to the Distributor, as a license fee, a sum equal to 90% of the gross receipts over the house expense set forth and approved in the Expense Rider attached hereto and made a part hereof.

The total of all advertising costs actually incurred for the exhibition of "WAR AND PEACE" shall be shared, 90% by the distributor and 10% by the Exhibitor.

Exhibitor shall pay such license fee immediately at the end of each week's exhibition if the period so licensed shall be more than one (1) week or immediately after the last exhibition date of such motion picture if the period so licensed shall be one (1) week or less or immediately at the end of each days's exhibition if requested by Distributor.

PARAMOUNT FILM DISTRIBUTING CORPORATION

By _____

Exhibitor VIKING THEATRE CORPORATION

By _____

United Artists Corporation

302 N. 13th STREET
PHILADELPHIA 7, PA

Telephone WAlnut 2-1102

CA 21623

July 12, 1956

Mr. Jay Wren
Viking Theatre
19th & Chestnut Sts.
Phila., Pa.

Re: Viking (Theatre) Phila. Pa. (Town)

Dear Sir:

This is to advise you that your latest offer on AMBASSADOR'S DAUGHTER as follows:

50% first week. Indefinite Run
25-50% Balance. One week guarantee

has been rejected by the producer and the picture has been awarded by the producer to your competitor., Randolph Theatre.

We want to thank you very much for your interest in this subject.

Kind regards.

Sincerely yours,

Gene Tunick

Branch Manager

PARAMOUNT FILM DISTRIBUTING CORPORATION
REQUEST FOR OFFER

BRANCH AT: Philadelphia DATE: 5/16/56

EXHIBITOR	Mr. Geo. Beattie(Goldman/Randolph/Midtown) Mr. Ted Minsky	ADDRESS	15th & Chestnut St. Phila. Pa. 1300 Arch St. Phila. Pa.
EXHIBITOR	Mr. Jay Wren(Viking) Mr. Wm. J. McClair(Fox	ADDRESS	15th & Chestnut St. Phila.Pa 16th Market St. Phila. Pa.
EXHIBITOR	Mr. Morton Shapiro(Arcadia Mr. Wm. Goldberg(Studio	ADDRESS	1529 Chestnut St. Phila. Pa. 1632 Market St.Phila.(1740 Brdway N.Y.) (copy)
EXHIBITOR	Mr. Ingber (Translux/World) Brandt Theatres	ADDRESS	1555 Broadway New York, N.Y.

WE INVITE EACH OF YOU TO SUBMIT ANY OFFERS YOU MAY DESIRE TO MAKE WITH RESPECT TO THE MOTION PICTURE:

THIS SPACE FOR USE BY DISTRIBUTOR ONLY

TITLE "THAT CERTAIN FEELING" (technicolor)

MINIMUM TERMS: GUARANTEE $_____ AGAINST PERCENTAGE (ACCEPTABLE TO US) OF THE FULL GROSS.

FOR THE RUN available on or about 6/27/56

SO THAT WE MAY BE ABLE TO PROPERLY EVALUATE EACH OFFER, WE ASK THAT YOU FURNISH US THE FOLLOWING DATA:

THEATRE OFFERED	Viking
SEATING CAPACITY	1037
PLAYING TIME OFFERED (INCLUDING PREFERRED TIME, IF ANY.)	(NOTE: — IF ALTERNATE PLAYING-TIME IS PROPOSED, DISTRIBUTOR RESERVES RIGHT OF SELECTION.) (see attached rider)
PROPOSED STARTING TIME OF ENGAGEMENT	To start approximately on availability which you advise is on or about June 27, 1956
WILL PICTURE BE PLAYED "SINGLE" OR "DOUBLE" BILL	Single
ADULT EVENING ADMISSION PRICE YOU CHOOSE TO CHARGE DURING ENGAGEMENT	$1.49
TERMS OFFERED	(see attached rider)
AMOUNT YOU PROPOSE TO SPEND FOR ADVERTISING	(see attached rider)
CLEARANCE DESIRED	(see attached schedule)

ANY OFFER WHICH YOU MAKE WITH RESPECT TO THE PICTURE LISTED ABOVE WILL BE CONSIDERED SEPARATELY, WITHOUT REFERENCE TO ANY OFFER WHICH YOU MAY MAKE ON ANY OTHER PICTURE OR PICTURES.

WE RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS WHICH WE DO NOT DEEM SATISFACTORY.

THE LAST DAY UPON WHICH WE WILL RECEIVE OFFERS FOR CONSIDERATION IS May 22, 1956. WE ENCLOSE FOR YOUR CONVENIENCE, A SELF-ADDRESSED ENVELOPE UPON WHICH THAT DATE APPEARS.

WE ARE SENDING YOU TWO COPIES OF THIS REQUEST. YOU MAY RETAIN ONE FOR YOUR FILE, AND SIGN AND RETURN THE OTHER TO US.

_____ EXHIBITOR

ULRIK F. SMITH BRANCH MANAGER

Rider for THAT CERTAIN FEELING bid due May 22, 1956

PLAYING TIME OFFERED: Minimum of two (2) weeks.
In the event that the first week's gross of the motion picture, THAT CERTAIN FEELING, equals or exceeds $22,500., the picture will be held for a third week.

If the second week's gross equals or exceeds $16,750., picture will be held for a fourth week.

TERMS OFFERED: The distributor's share of the gross receipts during any week, computed separately and not cumulatively, shall be 90% of the gross receipts after deducting:

(a) $5353.54 plus

(b) weekly cost of Paramount shorts and news not to exceed $175. per week plus

(c) the cost of any additional help or overtime designed to produce additional revenue at the box office, regardless of whether such additional revenue is produced, not to exceed $200. per week.

ADVERTISING: Pre-opening and First Week - Distributor to pay all advertising. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and TV, painted bulletins, billboards, theatre lobby displays, valance, etc., used prior to and during the engagement of THAT CERTAIN FEELING.

Advertising budget must include the following:

(a) the painting of 5 centrally located bulletin boards	$925.00
(b) weekly rental of 5 painted bull tin boards	48.13
(c) weekly rental of 14 - 28 sheet boards and 1 - 6 sheet board	76.19 1.25

Subsequent Weeks - Distributor to pay all advertising. Advertising to mean all forms of advertising, publicity and exploitation including newspaper ads and the necessary engravings, radio and TV, weekly rental of painted bulletins and billboards, etc.

Advertising budget must include the following:

(a) weekly rental of 5 painted bull tin boards	48.13
(b) weekly rental of 14 - 28 sheet boards and 1 - 6 sheet board	76.19 1.25

CLEARANCE SCHEDULE

First Run Wilmington to be available 7 days after opening date
First Run Philadelphia, Pa.

__ days

First Run Camden, N. J.
First Run Chester, Pa.
First Run Coatesville, Pa.
First Run Norristown, Pa.
First Run West Chester, Pa.

__ days

Palace Theatre, Philadelphia, Pa.
Oxford, Oxford, Pa.

28 days

Ambler, Ambler Pa.
First Run Ardmore, Pa.
First Run Bristol, Pa.
Main Line Dr. In, Devon, Pa.
First Run Doylestown, Pa.
Yorktown, Elkins Park, Pa.
First Run Glenside, Pa.
Hatboro, Hatboro, Pa.
Auditorium, Kennett Square, Pa.
Lincoln Dr. In, Langhorne, Pa.
First Run Lansdale, Pa.
Towne Levittown, Pa.
Media, Media, Pa.
Roosevelt Drive In, Middletownship, Pa.
Bucks County Dr., In, Neshaminy, Pa.
First Run Phoenixville, Pa.
First Run Quakertown, Pa.
Sevil, Sellersville, Pa.
Broad, Souderton, Pa.
309 Dr. In, Spring House, Pa.
69th Street, Upper Darby, Pa.
Tower, Upper Darby, Pa.
Anthony Wayne, Wayne, Pa.
Grove, Willow Grove, Pa.
Band Box, Philadelphia, Pa.
Benn, Philadelphia, Pa.
Broadway, Philadelphia, Pa.
Bromley, Philadelphia, Pa.
Carman, Philadelphia, Pa.
City Line Center, Philadelphia, Pa.
Crest, Philadelphia, Pa.
Erlen, Philadelphia, Pa.
Esquire, Philadelphia, Pa.
Iris, Philadelphia, Pa.
Lawndale, Philadelphia, Pa.
Locust, Philadelphia, Pa.
Logan, Philadelphia, Pa.
Mayfair, Philadelphia, Pa. (N)
Merbon, Philadelphia, Pa.
Midway, Philadelphia, Pa.

28 days

New Colonial, Philadelphia, Pa.
Nixon, Philadelphia, Pa.
Orepheum, Philadelphia, Pa.
Oxford, Philadelphia, Pa.
Regal, Philadelphia, Pa.
Rivoli, Philadelphia, Pa.
Rockland, Philadelphia, Pa.
Roosevelt, Philadelphia, Pa.
Roxy, Philadelphia, Pa.
Savoia, Philadelphia, Pa.
State, Philadelphia, Pa.
Strand (Gtn.), Philadelphia, Pa.
Uptwon, Philadelphia, Pa.

[illegible],000. guarantee as:

[illegible] week - [illegible] of the gross

[illegible] week - [illegible] of the gross

[illegible] week - [illegible]

[illegible] week - [illegible]

[illegible] week - [illegible]

In the event the third week's gross equals or exceeds [illegible],000., picture will be held for a 5th week.

Guarantee to cover the entire engagement including any additional playing time.

Guarantee to be paid in the following manner:

(a) $10,000. with delivery of print

(b) the balance of the guarantee and any additional film rental will be paid within 7 days after the conclusion of the engagement provided that UI's share of the advertising has been paid or the Viking Theatre is authorized to deduct same from the balance of the film rental due.

[illegible] of four (4) weeks to start approximately on availability which you advise is December 2), 1956.

Distributor to run and pay the entire cost of a minimum of two teaser ads.

Exhibitor agrees to share 50% of the cost of the first 9 days advertising (exclusive of teaser advertising). Exhibitor's share of the cost of this advertising is not to exceed $250.

[illegible] week - Exhibitor agrees to share 50% of the cost of advertising. However, Exhibitor's share is not to exceed $[illegible] per week.

It is agreed and understood that UI's advertising dept. is to supply the Viking Theatre with the first 4 weeks advertising schedule a minimum of [illegible] weeks prior to opening.

Viking Theatre, Chestnut at 19th Street
Negotiated Tuesday, September 18, 1956

"ITEMS ON THE LINE"
Tuesday, 9/13/56

Viking Theatre sale

20 up to	5,000.
25	7,000.
27½	10,000.
30	12,000.
32½	15,000.
35	17,000.
37½	14,000.
40	25,000.
42½	16,000.
45	17,000.
47½	18,500.
50	20,000.

Units to be figured on following basis:

1 unit - Saturday

2 " - Sunday & Holidays

1 " - Wednesday

CABLE ADDRESS - UNFILMAN

Universal Film Exchanges Inc.

445 PARK AVENUE

NEW YORK 22, N.Y.

OFFICE OF
P. T. DANA

September 19, 1956

CA 21623

Mr. Jay Wren
Viking Theatre
19th and Chestnut St.
Philadelphia, Pa.

Dear Mr. Wren:

Mr. Heiber has forwarded your offer to me on WRITTEN ON THE WIND for first run showing in the Viking Theatre, Philadelphia. This offer while not satisfactory as it stands may form the basis of negotiations and I, therefore, suggest that you arrange with Mr. Heiber for a date with me here in New York at which time we can sit down and go over the whole thing and see if we can make a deal.

I want to tell you, however, that at any such meeting I will have my attorney present and that everything that will be said will be taken down on a tape recorder or official court reporter as I do not want to take any chance of your misquoting me or my misquoting you. You are welcome to bring your own attorney and your own recording device or reporter, if you wish.

Since I am anxious to market this picture as soon as possible, the meeting between us will have to take place within the next two weeks, otherwise I will take steps to license the picture elsewhere.

Very truly yours,

P. T. Dana

PTD:LD

cc - E. Heiber

Proposal given to Mr. Jay Wren on October 2, 1956 for the showing of WRITTEN ON THE WIND, first run Philadelphia, at the Viking Theatre.

Universal to receive a guarantee of $25,000. payable (7) days in advance of opening date. This guarantee is to apply to the entire run of the picture which shall have as a minimum, a run of (5) weeks beginning not sooner than December 25, 1956 nor later than December 31, 1956.

Universal to receive as rental of the 1st weeks gross - 50%

" " " " " " " 2nd " " - 45% - 50% SS

" " " " " " " 3rd " " - 37½% - 50% SS

" " " " " " " 4th " " - 30% - 50% SS

" " " " " " " 5th " " - 27½% to 50% SS

If picture plays subsequent weeks Universal to receive not less than 25% of the gross and not more than 40%, according to Sliding Scale.

Following Sliding Scale to cover the engagement of WRITTEN ON THE WIND:

Up to	$7250.	per week	25%
If	7400.	" "	26%
"	7550.	" "	27%
"	7750.	" "	28%
"	7900.	" "	29%
"	8100.	" "	30%
"	8350.	" "	31%
"	8600.	" "	32%
"	8850.	" "	33%
"	9150.	" "	34%
"	9450.	" "	35%
"	9800.	" "	36%
"	10,000.	" "	37%
"	10,350.	" "	38%
"	10,700.	" "	39%
"	11,100.	" "	40%
"	11,450.	" "	41%
"	11,900.	" "	42%
"	12,350.	" "	43%
"	12,744.	" "	44%
"	13,100.	" "	45%
"	13,600.	" "	46%
"	14,100.	" "	47%
"	14,600.	" "	48%
"	15,000.	" "	49%
"	15,750.	" "	50%

If picture, at the end of the fourth week, reaches or exceeds in gross $9,450., picture to play an additional week at 25/40% Scale. Same hold-over figure and terms shall apply to fifth and all subsequent weeks.

All Previews and Midnight Shows are to be considered as part of the weeks business and are not to be considered as additional playing time or units.

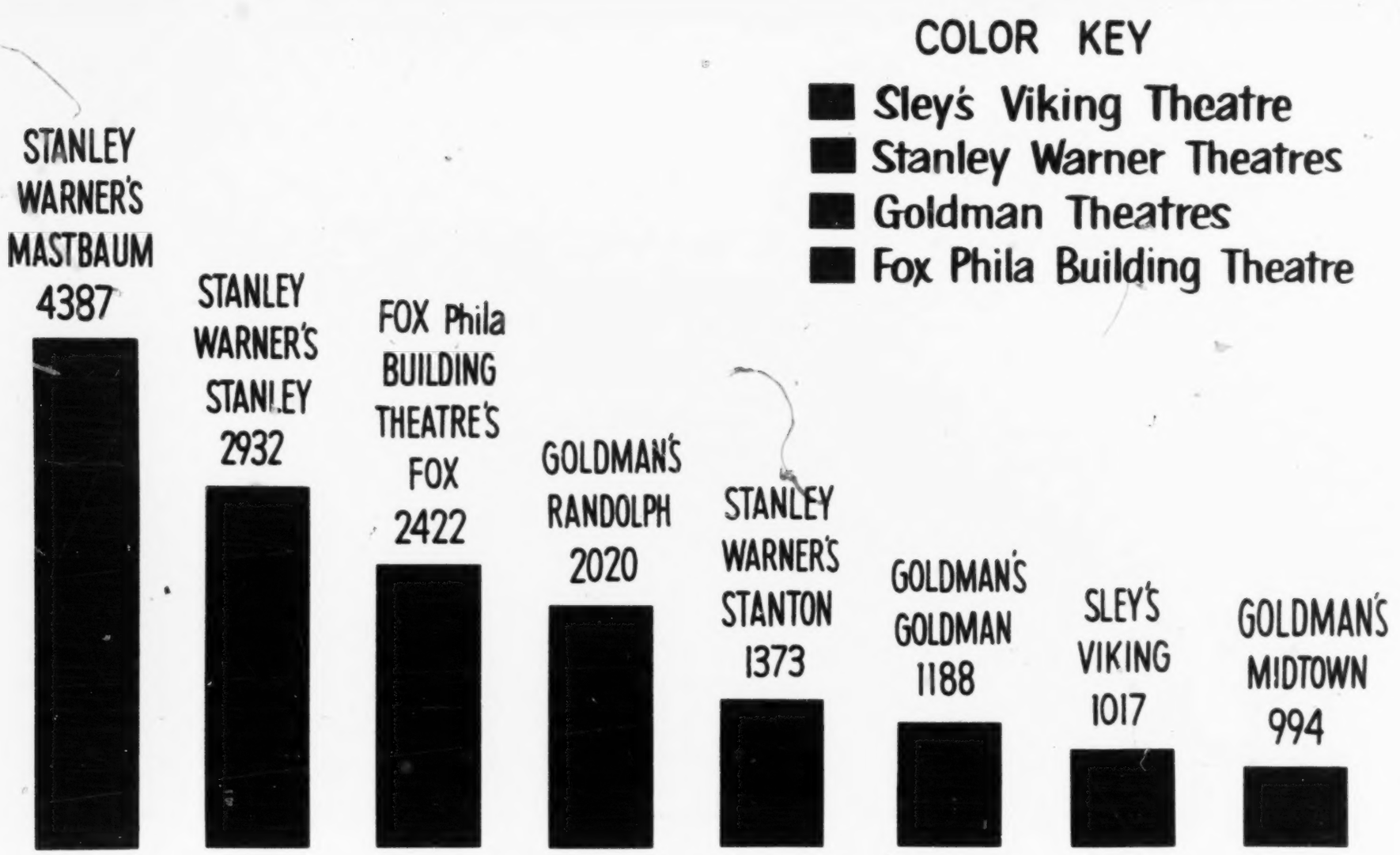
Scale is to be based on Ninths. Two-Ninths for Saturday. Two-Ninths for Sunday. One-Ninth each for Monday, Tuesday, Wednesday, Thursday and Friday.

Universal will consider the playing of this picture on December 31st including the Midnight Show one extra Ninth in computing its share of the rentals. No other Holiday is to be considered as additional playing time.

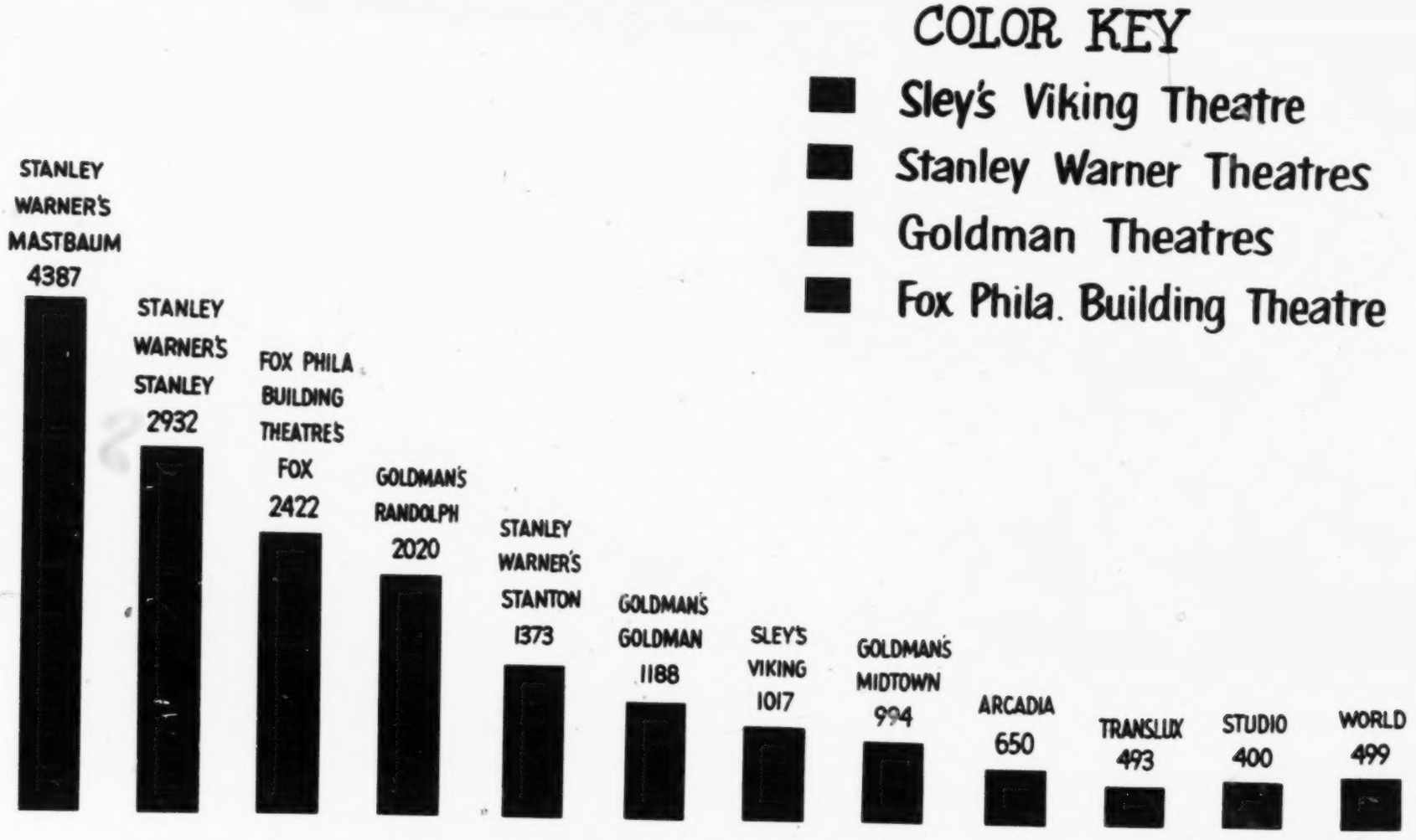
Universal will participate only in Newspaper, Radio and Television Advertising in proportion to the percentage of film rental received but not to exceed over $4,000. for the entire engagement, as its share.

It is definitely understood, this is a firm deal: no reviews and no adjustments.

COMPARISON OF SEATING CAPACITIES
of Sley's Viking Theatre & Theatres of the Exhibitor Defendants



COMPARISON OF SEATING CAPACITIES
of all First Run Theatres



Playdates	Attraction		Weekly Gross		Weekly Film Rental Earned		Film Rental Paid
7/2/54-8/31/54 to noon	STUDENT PRINCE		(1)	18,453.	(1)	12,198.	
			(2)	12,011.	(2)	6,400.	
			(3)	9,231.	(3)	3,898.	
			(4)	8,880.	(4)	3,582.	
			(5)	8,288.	(5)	3,049.	
			(6)	8,183.	(6)	2,955.	
			(7)	7,465.	(7)	2,309.	
			(8)	6,985.	(8)	1,877.	
		(4 days)	(9)	4,661.	(9)	667.	
				84,157.		36,935.	40,000. guarantee
8/31-10/5/54 noon to noon	BETRAYED		(1)	20,107.	(1)	13,686.	
			(2)	10,731.	(2)	5,248.	
			(3)	11,452.	(3)	5,897.	
			(4)	9,189.	(4)	3,860.	
			(5)	7,019.	(5)	1,907.	
				58,498.		30,598.	30,598.
10/5-11/16/54 noon to noon	BRIGADOON		(1)	20,966.	(1)	10,483.	
			(2)	11,434.	(2)	5,717.	
			(3)	9,243.	(3)	4,622.	
			(4)	5,856.	(4)	2,928.	
			(5)	5,517.	(5)	2,207.	
			(6)	6,202.	(6)	2,481.	
				59,218.		28,438.	28,438.
11/16-12/14/54 noon to noon	ATHENA		(1)	12,372.	(1)	5,196.	
			(2)	8,456.	(2)	3,382.	
			(3)	5,185.	(3)	2,074.	
			(4)	4,431.	(4)	1,772.	
				30,444.		12,424.	12,424.
12/14-2/15/55 noon to noon	LAST TIME I SAW PARIS		(1)	17,432.	(1)	8,716.	
			(2)	11,296.	(2)	5,648.	
			(3)	15,630.	(3)	7,815.	
			(4)	11,163.	(4)	5,582.	
			(5)	9,786.	(5)	4,893.	
			(6)	9,023.	(6)	3,609.	
			(7)	8,817.	(7)	3,527.	
			(8)	5,810.	(8)	2,324.	
			(9)	4,456.	(9)	1,782.	
				93,415.		43,896.	43,896.

EXHIBIT F-170

2644a

Playdates	Attraction	Weekly Gross		Weekly Film Rental Earned		Film Rental Paid
2/15-3/10/55 noon to noon	TONIGHT'S THE NIGHT	(1)	12,431.	(1)	6,216.	
		(2)	7,575.	(2)	3,787.	
		(3)	4,625.	(3)	1,850.	
	(3 days)	(4)	1,239.	(4)	496.	
			25,860.		12,349.	11,250.
3/10-4/13/55 NOON to noon	HIT THE DECK	(1)	15,559.	(1)	9,593.	
		(2)	11,015.	(2)	5,504.	
		(3)	8,078.	(3)	2,860.	
		(4)	8,480.	(4)	3,222.	
		(5)	9,254.	(5)	3,919.	
			52,387.		25,098.	25,098.
4/13-5/11/55 noon to noon	GLASS SLIPPER	(1)	15,446.	(1)	7,105.	
		(2)	10,835.	(2)	4,442.	
		(3)	8,844.	(3)	3,538.	
		(4)	6,403.	(4)	2,561.	
			41,528.		17,646.	17,646.
5/11-6/23/55 noon to noon	THE PRODIGAL	(1)	20,451.	(1)	10,226.	
		(2)	14,415.	(2)	7,208.	
		(3)	10,767.	(3)	4,414.	
		(4)	9,421.	(4)	3,768.	
		(5)	8,418.	(5)	3,367.	
		(6)	5,809.	(6)	2,324.	
	(1 day)	(7)	523.	(7)	209.	
			69,806.		31,516.	28,501.
6/23-30/55 noon to noon	WIZARD OF OZ	(1)	8,907.	(1)	2,227.	2,227.
6/30-9/21/55 noon to noon	NOT AS A STRANGER	(1)	34,048.	(1)	26,170.	
		(2)	25,130.	(2)	18,144.	
		(3)	18,734.	(3)	12,388.	
		(4)	16,342.	(4)	10,235.	
		(5)	14,348.	(5)	8,440.	
		(6)	11,136.	(6)	5,549.	
		(7)	10,148.	(7)	4,660.	
		(8)	8,545.	(8)	3,218.	
		(9)	7,978.	(9)	2,707.	
		(10)	8,435.	(10)	3,119.	

Exhibit P-176

2645a

Playdates	Attraction		Weekly Gross		Weekly Film Rental Earned		Film Rental Paid
6/30-9/21/55 noon to noon	NOT AS A STRANGER (cont.)	(11)	5,965.	(11)	896.		
	(6 days)	(12)	5,203.	(12)	-		
			166,012.		95,524.		95,524.
9/21-10/6/55 noon to noon	DESERT SANDS	(1)	6,278.	(1)	1,883.		
		(2)	3,581.	(2)	716.		
			9,860.		2,600.		2,600.
10/6-27/55 noon to noon	LUCY GALLANT	(1)	7,867.	(1)	2,512.		
		(2)	6,775.	(2)	1,545.		
		(3)	4,369.	(3)	-		
			19,011.		4,057.		4,057.
10/27-11/23/55 noon to noon	GIRL IN RED VELVET SWING	(1)	14,823.	(1)	7,412.		
		(2)	10,153.	(2)	5,077.		
		(3)	7,181.	(3)	2,154.		
	(6 days)	(4)	3,222.	(4)	806.		
			35,379.		15,449.		27,500. guarantee
11/23-12/23/55 noon to noon	THE BIG KNIFE	(1)	14,760.	(1)	7,380.		
		(2)	7,581.	(2)	3,032.		
		(3)	5,316.	(3)	2,126.		
		(4)	4,462.	(4)	1,339.		
	(2 days)	(5)	505.	(5)	126.		
			32,623.		14,003.		22,500. guarantee
12/23-1/13/56 noon to noon	SECOND GREATEST SEX	(1)	3,718.	(1)	1,569.		
		(2)	8,285.	(2)	2,979.		
		(3)	5,183.	(3)	187.		
			20,186.		4,735.		17,500. guarantee
1/13-2/14/56 noon to noon	ALL THAT HEAVEN ALLOWS	(1)	20,553.	(1)	14,020.		
		(2)	12,994.	(2)	7,217.		
		(3)	8,909.	(3)	3,541.		
		(4)	6,929.	(4)	1,759.		
	(4 days)	(5)	5,377.	(5)	1,705.		
			54,763.		28,242.		28,242.

Exhibit P-176

2646a

Playdates	Attraction	Weekly Gross		Weekly Film Rental Earned		Film Rental Paid
2/14-3/2/56 noon to noon	THERE'S ALWAYS TOMORROW	(1)	12,666.	(1)	6,922.	
		(2)	5,402.	(2)	384.	
	(3 days)	(3)	1,712.	(3)	197.	
			19,780.		7,503.	17,500. guarantee
3/2-23/56 noon to noon	NEVER SAY GOODBYE	(1)	11,290.	(1)	5,684.	
		(2)	5,851.	(2)	788.	
		(3)	3,658.	(3)	-	
			20,799.		6,472.	22,500. guarantee
3/23-4/6/56 noon to noon	ON TRESHOLD OF SPACE	(1)	7,064.	(1)	1,766.	
		(2)	5,769.	(2)	1,442.	
			12,833.	-	3,208.	3,208.
4/6-18/56 noon to noon	COMANCHE	(1)	10,415.	(1)	3,124.	
	(5 days)	(2)	5,660.	(2)	1,415.	
			16,075.		4,539.	4,539.
4/18-7/11/56 noon to noon	MAN IN GRAY FLANNEL SUIT	(1)	26,424.	(1)	12,639.	
		(2)	18,983.	(2)	8,996.	
		(3)	13,991.	(3)	5,570.	
		(4)	12,575.	(4)	4,586.	
		(5)	10,026.	(5)	2,949.	
		(6)	9,892.	(6)	2,941.	
		(7)	11,343.	(7)	3,854.	
		(8)	9,142.	(8)	2,355.	
		(9)	7,472.	(9)	1,224.	
		(10)	7,341.	(10)	1,179.	
		(11)	5,188.	(11)	—	
		(12)	5,596.	(12)	—	
			137,971.		46,293.	106,500. guarantee
7/11-27/56 noon to noon	A KISS BEFORE DYING	(1)	5,171.	(1)	1,293.	
		(2)	3,499.	(2)	875.	
	(2 days)	(3)	550.	(3)	137.	
			9,219.		2,305.	2,305.
7/27-8/2/56 noon to close	A REBEL IN TOWN	(1)	5,973.	(1)	1,493.	1,493.

Exhibit P-176

2647a

Playdates	Attraction		Weekly Gross		Weekly Film Rental Earned		Film Rental Paid
8/3-15/56 open to noon	MOON IS BLUE and HIGH NOON	(5½ days)	(1) 10,438. (2) 5,047. 15,485.		(1) 3,131. (2) 1,009. 4,141.		4,141.
8/15-28/56 noon to noon	RUNFOR THE SUN	(6 days)	(1) 7,072. (2) 5,616. 12,688.		(1) 2,829. (2) 1,966. 4,795.		4,795.
8/28-9/11/56 noon to noon	BANDIDO		(1) 9,836. (2) 6,227. 16,063.		(1) 3,443. (2) 1,557. 5,000.		5,000.
9/11-17/56 noon to close	BIGGER THAN LIFE	(6½ days)	(1) 5,410.		(1) 1,353.		1,353.
9/18-25/56 open to noon	QUEEN OF BABYLON and ABDULLAH'S HAREM		(1) 4,702.		(1) 1,176.		1,176.
9/25-10/16/56 noon to noon	ATTACK		(1) 14,737. (2) 9,304. (3) 7,312. 31,353.		(1) 5,895. (2) 2,791. (3) 1,828. 10,514.		10,514.
10/16-23/56 noon to noon	LAST WAGON		(1) 8,983.		(1) 3,593.		3,593.
10/23-11/6/56 noon to noon	POWER AND THE PRIZE		(1) 8,085. (2) 5,048. 13,133.		(1) 3,234. (2) 1,514. 4,748.		4,748.
11/6-13/56 noon to noon	TEENAGE REBEL		(1) 7,842.		(1) 3,137.		3,137.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E 1.78

WESTERN UNION

1207 10-51

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

p. 19

NO. WDS.	CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
					3:43 pm

Send the following message, subject to the terms on back hereof, which are hereby agreed to

To MR. WILLIAM MAISELL

Street and No. WALTER READE PICTURES DISTRIBUTING CORP.

Care of or Apt. No. 230 N. 13th St. Place PHILADELPHIA PENN

DUE TO A PRIOR COMMITMENT WE ARE NOT IN A POSITION TO MAKE AN OFFER ON "EAST OF EDEN". HOWEVER WE WISH TO CONTINUE TO BE GIVEN THE OPPORTUNITY TO SUBMIT OFFERS ON ALL OF YOUR FUTURE MOTION PICTURES. REGARDS

JAY WREN. GEN MGR.
VIKING THEATRE CORP.

Sender's name and address (For reference)

Sender's telephone number

SUMMARY OF AGREEMENT - GOLDMAN SUIT SETTLEMENT:
****

A meeting was called for the purpose of discussing a settlement of the Goldman suit. It was held in the office of A. W. Schwalberg. In addition to Schwalberg there were present the following:

A. Fabian, Harry Kalmine, Howard Minsky, William Goldman and Austin Keough.

The matter was first taken up and discussed the matter of a "split of the product". A.W.S. indicated that he was willing to split the product between Goldman and Warner provided:

1. That Paramount - through Howard Minsky - controlled the division of the product. A.W.S. was unwilling to permit the operation of the split in the manner in which two or more other companies were handling same. (The method A.W.S. objected to was as follows: If for example the particular film company had six pictures ready for release, Goldman would make up two lists of three each, and would send them over to Warner; the latter would have first choice in selecting one of the lists and Goldman would then have to take the second list remaining. With respect to the next six pictures to be released, Warner would make up the lists; send them over to Goldman, and he would now have the right of first selection of list.) A.W.S. insisted that under this set up Paramount had no control whatever, and he could not go along for that reason. He assured both Fabian and Goldman that if they would go along with Monsky's division of the product, he personally, (A.W.S.) would guarantee fairness and equitableness both as to quantity and quality. As a matter of fact A.W.S. expressed the hope that they would learn to live together so that if one, for example was in need of a picture, and the other was "flush" at the moment, they would help each other out during such emergency situation, eventually of course, making certain that the accounts were balanced. All present agreed to the A.W.S. proposal.

2. That if any independent exhibitor entered the picture and demanded the right to make an offer on a certain picture, that picture would have to be put out on a "bid" basis. At this time, the only theatre that was considered as a potential possibility in this area, was the Trans Lux. It was further agreed that Paramount would send out bid offers ONLY, if such interest became manifest and a definite request was made by an exhibitor to be permitted to make an offer. Paramount would scout the first run independent market orally to determine if such interest existed. If for example, the Trans Lux (or any other theatre which might come along later) had a picture booked for the next ten week and could not possibly play the particular Paramount picture for several months beyond the national pattern of release then the picture was to be delivered to Goldman or Warner on a "negotiated terms basis. (At this point A.W.S. made it clear that "negotiated" terms meant really "national policy" terms. A.W.S. stressed this point because during previous meetings with Goldman, the latter insisted on a certain sliding scale, which A.W.S. felt might not correspond with terms being asked of other exhibitors, and was therefore unacceptable as an overall trading standard).

NOTE: It was agreed that if independent exhibitor interest made it necessary to put a picture out on a "bid" basis, and the particular picture was on the Warner split, then Goldman would not enter a bid for that picture, and the same would be true of a Goldman picture - in reverse of course.

> This arrangement, it was felt, would be fair for the independent exhibitor, because he would not have to bid against both "giants", also, because if it was on a Goldman split for example, Warner would not have a crack at the picture even if he (the independent exhibitor) did not bid.

Goldman stated that it was his policy not to bid formally under any circumstance. If a picture on his split had to be put out on bid, the company owning the picture considered such bids as it received from the independents interested. If one of the bids was satisfactory, then that company awarded the picture to the exhibitor who had submitted the bid, and Goldman was "out of luck". As a matter of fact, Goldman pointed out that he had lost several very fine pictures, but that he was willing to continue to take this risk.

If however, the company owning the picture felt that the bids received were unsatisfactory and rejected them, then he wanted the right and the opportunity to negotiate for that picture. Goldman felt that since the other exhibitors had made known their estimates of the value of the particular picture, he should be the first one approached in the negotiating process. And if he agreed to pay the terms requested by the distributor, he did not want such terms to be taken "across the street and used to get a better price". On the other hand, if Goldman's estimate of the picture - his offer - was lower than the others as submitted in their written offers - then Paramount had the right to negotiate with those exhibitors having [illegible] bids - if Exhibitor A had offered $6,000, and Exhibitor B had offered $10,000, and Goldman would pay only $6,000, then Paramount had the right to go back to the others and try to get the $6,000 and the $10,000 offers increased to the $15,000, let us say, which they thought the picture was worth.

Of course, it was understood by all, that any routine procedure, or consideration given to Goldman would also be extended to any enjoyed by Warner.

There were several other minor points discussed and agreed upon, such as for example:

> If after the independent exhibitors were contacted and they expressed interest in a certain picture, special screenings would be arranged for such exhibitors, in addition and without regard to regular Divisional Trade Screenings. (This arrangement made it possible to allow sufficient time for the bidding processes, and the advertising and exploitation of the picture).

GENERAL: Originally, and prior to this meeting, pictures were handled on a bidding basis in Phila. Goldman claimed that because of the serious and severe competition of the Warner theatres, he was forced to bid high terms, including (what he termed) "unconscionable guarantees". He demanded a split of the product and discontinued submitting offers. Several months later he started the lawsuit. Under bidding no picture could be reviewed and adjusted. Under the agreement worked out for a split of the product on a negotiated terms basis, as described above, Goldman, (and Warner) would pay national policy terms, and A.W.S.'s door would be "open" if he "guessed" wrong.

ED GALLNER SIDNEY GOLDSTEIN

MEET ME IN LAS VEGAS, STANTON THEATRE JUNE 6, 1956

Dear Sidney:

Stanley Warner is asking for a total of $6517.16 for the first week of MEET ME IN LAS VEGAS at the Stanton Theatre. There are a couple of small bills missing, but they are getting them and, anyhow, they are not too important.

However, that is not the point of this letter. The point is that there are a number of items for which we are being charged and which ordinarily we do not accept. These items include such charges as trailers, mats, type and cuts. I have marked the items for which we do not ordinarily pay in "blue". If we were to deduct these items, the total cost would come to $6342.16.

The same thing holds true for all of the subsequent weeks up to and including the fifth week.

For the second week, Stanley Warner is asking for $1454.56. In accordance with my figures, the amount should be $1421.79.

The third week should be $992.53, instead of $1065.87.

The fourth week should be $873.97, instead of $960.74.

The fifth week should be $1103.10, instead of $1181.41.

Even if we agreed to pay for these cuts and mats, I certainly see no reason why we should be forced to pay $55.50 for type for the fifth week, $[illegible].20 for type for the fourth week and $51.30 for type for the third week.

It appears to me that we will have to have a meeting with Birk Binnard, Ad Manager of Stanley Warner, to get this entire matter straightened out, not only for this picture but for all subsequent pictures. Warners is going to insist on placing such items on all campaigns and, we, in turn, will insist that we will not pay for them. We must consider the fact, however, that Stanley Warner can withhold payment of its film rental in an effort to enforce its demands, just as they are doing now with GUYS AND DOLLS in the smaller situations.

Please let me know your pleasure in this matter.

Best personal regards.

Cordially yours,

ED GALLNER

EG/eg
Enc.

EXHIBIT P-193.

Law Offices
SMYTH, STRAUB & THISTLE
742 Widener Building
Chestnut & Juniper Streets
Philadelphia 7, Pa.

RIttenhouse 6-0288

David J. Smyth
Gustave F. Straub
Thomas M. Thistle

Joseph A. McTear
Joseph Parks

April 8, 1954

Warner Bros. Pictures Dist. Corp.
230 North 13th St.
Philadelphia, Pa.

Gentlemen:

Please be advised that we represent the Viking Theatre Corporation, a Pennsylvania corporation, with theater and office at the S. E. Cor. 19th and Chestnut Sts., Philadelphia, Pennsylvania.

The theater is now being completely renovated, redecorated and air conditioned and will include the latest motion picture equipment Cinemascope and Stereophonic Sound.

It will be completed and ready for opening on or about May 8th, 1954.

The Corporation is spending approximately $300,000. in completing these renovations and installations, exclusive of the purchase price of the building.

The Viking Theatre Corporation desires to share your product or the right to bid upon the same for exhibition by it, the Corporation, in the central City area of Philadelphia.

Kindly send your availabilities direct to the Viking Theatre Corporation.

Your prompt acknowledgment to us of the receipt of this letter would be appreciated.

Very truly yours,

SMYTH, STRAUB & THISTLE

Gustave F. Straub

GFS:H